



City of Loma Linda Official Report

Floyd Petersen, Mayor
Stan Brauer, Mayor pro tempore
Robert Christman, Councilmember
Robert Ziprick, Councilmember
Charles Umeda, Councilmember

COUNCIL AGENDA: June 14, 2005

TO: City Council

VIA: Dennis R. Halloway, City Manager 

FROM: Deborah Woldruff, AICP, Community Development Director 

SUBJECT: GENERAL PLAN AMENDMENT (GPA) NO. 04-04, ZONE CHANGE (ZC) NO. 04-04, TENTATIVE TRACT MAP (TTM) NO. 17209, PRECISE PLAN OF DESIGN (PPD) NO. 04-09 AND DEVELOPMENT AGREEMENT (PALM VIEW TERRACES)

RECOMMENDATION

The recommendation of the Planning Commission and staff is that the City Council takes the following actions:

1. Adopt the Mitigated Negative Declaration (Attachment A); and
2. Approve and adopt General Plan Amendment No. 04-04 (Council Bill No. R-2005-44 Attachment B) based on the Findings; and
3. Approve and adopt Zone Change No. 04-04 based on the findings, and introduce Council Bill No. O-2005-11 on the First Reading and set the Second Reading for June, 2005 (Attachment C), based on the Findings; and
4. Approve Tentative Tract Map No. 17209 (Attachment D) and Precise Plan of Design No. 04-09 based on the Findings, and subject to the attached Conditions of Approval (Attachment E); and
5. Approve and adopt the Development Agreement (Attachment F), by introducing Council Bill No.# O-2005-12 on the First Reading and set the Second Reading for June 28, 2005.

SUMMARY OF REQUEST

The project proposes a General Plan Amendment to change the General Plan land use designation from Medium Density Residential (5.1-10 du/ac) to Medium Density Residential (5.1-9 du/ac), and the Zoning from Duplex (R-2) to Planned Community (PC) in order to subdivide the 1.46-acre property into 13 residential lots for an attached single-family residential development. The project site is located north of Barton Road, east of San Mateo Drive and south of San Juan Drive. The project includes a request for approval of a Tentative Tract Map, Precise Plan of Design, and a Development Agreement between the City and the applicant to assist in the production of future affordable housing throughout the City.

BACKGROUND

The project and Initial Study were first reviewed at the April 6, 2005 Planning Commission meeting. However, due to time constraints, the item was continued to the next scheduled Planning Commission hearing on May 4, 2005. The Planning Commission recommended approval of the project to the City Council with a recommendation to adopt a Mitigated Negative Declaration. The May 4, 2005 Planning Commission Staff Report have been provided for your review (Attachment G).

The Planning Commission appointed Planning Commissioner Rene Sakala to work with staff and the applicant to iron out minor design issues related to fence materials and windows. The applicant is aware of this requirement and the meeting will take place prior to submittal for building plan check, as stipulated in Condition of Approval No1.22.

ANALYSIS

Project Descriptions and Site Design

The project site is 1.46-acres in size, and located approximately 640 feet west Campus Street on the north side of Barton Road. The site is denoted for its topographic features involving slopes and a terraced hillside. Access to eleven (11) of the lots will be off of San Juan Drive using a private driveway and two (2) lots will take access off of San Mateo Drive (Attachment H). The average lot size is 1,600 square feet. The project complies with Loma Linda Municipal Code Section 17.70.

The proposed density of 8.9 dwelling units per acre is consistent with the Medium Density designation of the existing General Plan at 5.1 to 10 dwelling units per acre. The applicant is requesting a General Plan Amendment in anticipation of the future General Plan designation of Medium Density (5.1-9 du/ac). Upon approval and adoption of the Draft General Plan, the proposed project will be consistent with the new General Plan designation as well as the current General Plan designation.

The entire project incorporates attached units - seven (7) townhouse units and six (6) duplex units paired together sharing a common wall. The sloped terrace area will be maintained as landscaped common area and incorporates a swimming pool, spa, recreation building, benches, and tables. The private driveway off of San Juan Drive will be lined with the existing Canary Island Palm Trees.

The project site will be annexed into the City's Landscape Maintenance District (LMD) with an overlay designation. The Homeowners Association (HOA) will maintain the landscaping for the project. Due to the small size of the project, the applicant will pay a fair share of park fees.

As part of the Conditions of Approval, the proposed project shall comply with the Loma Linda Connected Communities Program (LLCCP).

Architecture

The applicant is proposing four floor plans between 1,800 and 3,000 square feet in size (Attachment I). Pertinent information about the project plans is outlined, as follows:

Plan	# of Units	Story	SQ FT	Bed	Bath	Garage	Special Feature
A	7	3	1,900	3	2.5	3	rooftop terrace
B	2	2	1,800	2	2.5	2	
C	2	2	1,900	2	2.5	2	3 rd floor loft
D	2	2	3,000	4	2.5	3	

The two units on San Mateo Drive (D units) are the largest units offered. The architectural style incorporates Spanish Mediterranean features. The project is denoted for its use of balconies, terraces and the potential for outdoor enjoyment. Exterior sidings will include stucco and stone veneers for architectural enhancement. Light tone colors will be incorporated into the exterior color scheme as well as clay tile roofing material. The design of the homes is in response to the unique hillside location and complementary to the existing residential neighborhood which offers a variety of architectural design styles.

Development Agreement

This project is located in the City's Redevelopment Project Area and therefore, the project must provide affordable housing units per Very Low, Low, and Moderate State housing requirements. As such, fifteen percent of the units shall be affordable according to the City's Redevelopment Agency requirements or the applicant may pay an in-lieu fee to assist in providing future, affordable housing units throughout the City. The applicant has chosen to pay the in-lieu fee (see Attachment F).

Project Application Findings

The recommended findings for this project are contained in the May 4, 2005 Planning Commission Staff Report (see Attachment G).

Public Comments

The public hearing notice was sent on June 2, 2005. To date no comments have been submitted on the project. However, staff did receive a letter of concern from Ms. Mary Lynn Cooke regarding the Development Agreement to pay the in-lieu fee for compliance with Very Low, Low, and Moderate State housing requirement (Attachment J).

ENVIRONMENTAL

On March 17, 2005, the Initial Study and Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration was prepared and issued for the California Environmental Quality Act (CEQA) mandatory 20-day public review, which began on March 18, 2005 and ended on April 6, 2005 (Attachment A). The Initial Study evaluates potential impacts to the environment and identifies

appropriate mitigation measures based on the Initial Study. The potential impacts of the project can be mitigated to below a level of significance and mitigation measures have been included as Conditions of Approval (Attachment E). Therefore, the project may be approved with a Mitigated Negative Declaration in accordance with the requirements of CEQA.

FINANCIAL IMPACT

The amount of Development Impact Fees the project will bring to the City is currently estimated to be in excess of \$155,000. In addition, the project applicant has already paid the entitlement application fees and the project will be subject to Plan Check fees, Building Permit fees, Grading Permit fees, Fire Plan Check/Inspection fees and Housing In-Lieu fees (to meet the affordable housing needs of the Redevelopment Agency).

Prepared by,
Raul Colunga
Assistant Planner

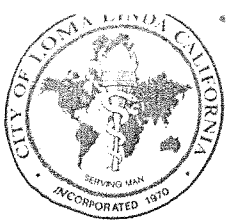
ATTACHMENTS

- A. Mitigated Negative Declaration (NOI/Initial Study)
- B. General Plan Amendment No. 04-04 (Council Bill No. Resolution 2005-44)
- C. Zone Change No. 04-04 (Council Bill No. Ordinance 2005-11)
- D. Tentative Tract Map No. 17209
- E. Conditions of Approval
- F. Development Agreement (Council Bill No. Ordinance 2005-12)
- G. May 4, 2005 Planning Commission Staff Report
- H. Project Site Plan
- I. Floor Plans & Elevations
- J. Letter of opposition to Development Agreement

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Attachment A

Mitigated Negative Declaration (NOI/Initial Study)



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CALIFORNIA

**CITY OF LOMA LINDA
COMMUNITY DEVELOPMENT DEPARTMENT**

25541 Barton Road, Loma Linda, CA 92354
(909) 799-2830

INITIAL STUDY

A. BACKGROUND

Project Title: General Plan Amendment No. 04-04, Zone Change No. 04-04, Tentative Tract Map No. 17209, Precise Plan of Design No. 04-09 and Development Agreement

Lead Agency: City of Loma Linda
Community Development Department
25541 Barton Road
Loma Linda, California 92354

Lead Agency Contact Person: Raul Colunga, Assistant Planner Phone: (909) 799-2830

Project Location: The project is located between San Juan Drive and Barton Road, east of San Mateo Drive (APN 0284-071-16- 19, 21, 22, 32)

Project Sponsor's Name and Address: Elizabeth Iskander
2097 East Chevy Chase Drive
Glendale, California 91206

General Plan Designation: Medium Density Residential (5.1 to 10 du/ac)

Zoning Designation: R-2 Duplex (Existing), Medium Density Residential- Planned Community - 5.1-9 du./ac (Proposed)

Project Description: The applicant proposes to rezone approximately 1.46 gross acres from R-2 Duplex to Medium Density Residential to allow for the subdivision of the property into 13 single-family lots and one common lot. The property is occupied with three structures. San Juan Drive is to the north of the site, San Mateo Drive to the west and Barton Road to the south.

Surrounding Uses:

North: Single and Multi Family residences
South: Single Family residences

East: Single and Multi Family residences
West: Single and Multi Family residences

Other public agencies whose approval is required:

- ☐ San Bernardino County LAFCO
- ☐ San Bernardino County Health Care Agency
- ☐ South Coast Air Quality Management District
- ☐ Other

- ☐ City of Redlands
- ☐ City of Colton
- ☐ San Bernardino County

B. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist in Section D below.

- | | |
|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture Resources |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Biological Resources |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Utilities/Service Systems |
| <input type="checkbox"/> Mandatory Findings of Significance | |

C. DETERMINATION:

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A NEGATIVE MITIGATED DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects 1) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and 2) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.
- ☐ I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects 1) have been analyzed adequately in an earlier NEGATIVE DECLARATION pursuant to applicable standards, and 2) have been avoided or mitigated pursuant to that earlier NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project.

Preparer: _____

(Name)

Title _____

Date _____

EVALUATION OF ENVIRONMENTAL IMPACTS

I. AESTHETICS – Would the project:

- a) Have a substantial adverse effect on a scenic vista?
- b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?
- c) Substantially degrade the existing visual character or quality of the site and its surroundings?
- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?
- b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?
- c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management plan or air pollution control district may be relied upon to make the following determinations. Would the project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?
- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?
- c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?
- d) Expose sensitive receptors to substantial pollutant concentrations?
- e) Create objectionable odors affecting a substantial number of people?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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IV. BIOLOGICAL RESOURCES: - Would the project:

<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

☐ ☐ ☐ ☒

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

☐ ☐ ☐ ☒

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

☐ ☐ ☐ ☒

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

☐ ☐ ☒ ☐

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

☐ ☐ ☒ ☐

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

☐ ☐ ☐ ☒

V. CULTURAL RESOURCES: - Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?

☐ ☒ ☐ ☐

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

☐ ☐ ☒ ☐

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

☐ ☐ ☒ ☐

d) Disturb any human remains, including those interred outside of formal cemeteries?

☐ ☐ ☒ ☐

VI. GEOLOGY AND SOILS: - Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VII. HAZARDS AND HAZARDOUS MATERIALS:

Would the project:

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?
- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?
- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?
- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

VIII. HYDROLOGY AND WATER QUALITY: – Would the project:

a) Violate any water quality standards or waste discharge requirements?

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

f) Otherwise substantially degrade water quality?

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

i) Expose people or structures to a significant risk of loss, injury or death involving flooding as a result of the failure of a levee or dam?

j) Inundation by seiche, tsunami, or mudflow?

IX. LAND USE AND PLANNING – Would the project:

a) Physically divide an established community?

	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

X. MINERAL RESOURCES – Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

XI. NOISE –

Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excess noise levels?

XII. POPULATION AND HOUSING – Would the project:

Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
X. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XI. NOISE –				
Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excess noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XII. POPULATION AND HOUSING – Would the project:				
Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XIII. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

Police protection?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

Schools?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

Parks?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

Other public facilities?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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XIV. RECREATION –

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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XV. TRANSPORTATION/TRAFFIC – Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e. result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

e) Result in inadequate emergency access?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

f) Result in inadequate parking capacity?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVI. UTILITIES AND SERVICE SYSTEMS -

Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?
- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?
- e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?
- g) Comply with federal, state, and local statutes and regulations related to solid waste?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?
- b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?
- c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT A
EVALUATION OF ENVIRONMENTAL CHECKLIST

General Plan Amendment No. 04-04
Zone Change No. 04-04
Tentative Tract Map No. 17209
Precise Plan of Design No. 04-09
Development Agreement

BACKGROUND

The project site is an approximately 1.46-acre parcel located at the southern junction of San Mateo Drive and San Juan Drive, north of Barton Road. The applicant proposes subdividing the parcels into a 13-unit townhouse project. The proposal includes an amendment to the General Plan Land Use Map from Medium Density (5.1-10 dwelling units per acre) to Medium Density (5.1-9 dwelling units per acre). A Zone Change is requested from Duplex (R-2) to Planned Community (PC). The project will include a Planned Community Document to replace the traditional zoning and development standards. The proposal includes a Tentative Tract Map for the subdivision and also a Precise Plan of Design for the design of the site and the residences. A development agreement between the applicant and the City will be required. A mix of single and multi-family residences surrounds the subject property in all directions.

A triplex, duplex and cabin structure that predate incorporation of the City are proposed for demolition. The proposed project will be consistent with the permitted uses set forth in the City of Loma Linda General Plan and the Planned Community (PC) Zone. The Initial Study identifies no impacts that cannot be mitigated to a level of insignificance.

The applicant and the City of Loma Linda will enter into a Development Agreement to assist in the production of future affordable housing needs throughout the City. The Development Agreement will ensure that the applicant will have a vested right to develop in accordance with the City's existing rules and regulations.

The City has prepared a Draft General Plan, dated October 2004. Action to approve the zone change and tentative tract map will be based upon the General Plan that is in place at the time the tentative map is accepted for processing. Therefore, the policies referenced within this initial study relate to the existing General Plan. In certain circumstances, portions of the Draft General Plan have been referenced because it contains information that represents existing conditions.

Exhibit 1
Vicinity Map

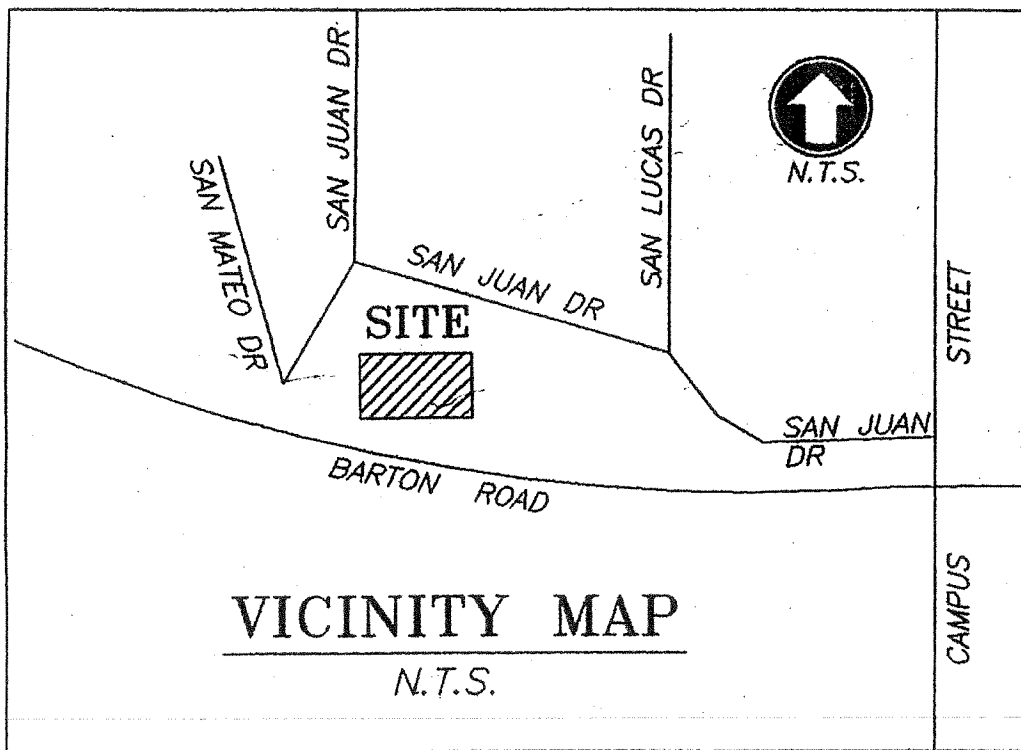
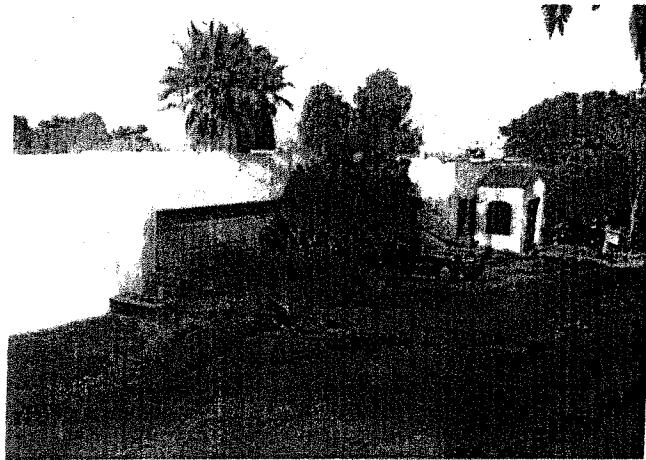


Exhibit 3
Photos of Site



Looking south from San Juan Drive



11278 San Juan Drive

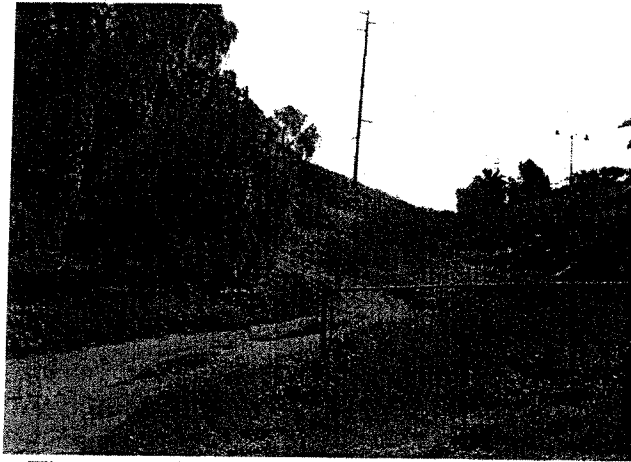


11278 C San Juan Drive

Exhibit 3
Photos of Site



11288 San Juan Drive



The parcel along San Mateo Street

1) AESTHETICS

a), b) & c)–No Impact: The proposed development of 13 single-family residences and homeowners' clubhouse will not have an adverse impact upon scenic vistas, substantially damage scenic resources or substantially degrade the existing visual character of the site. The majority of the subject property is currently vacant with the exception of the multi-family residences at 11274, 11276, 11278 and 11288 A, B, C San Juan Drive dating back before City incorporation.

The project area is not located within or near a State Scenic Highway as identified in the City of Loma Linda General Plan. The design of the single-family townhouse residences is a modern adaptation of contemporary Mediterranean design.

d) – Less Than Significant Impact: The proposed project of 13 single-family homes would incrementally add to the overall amount of light in the area; however, all street lighting will be directed onto the site and designed to minimize glare. Development will include extensions of streetlights to provide safety and security. No spotlighting or flood lighting will be used on the development site either prior to, during, or following construction. Therefore, no adverse affect on nighttime views will occur.

2) AGRICULTURAL RESOURCES

a), b) & c) – No Impact: The proposed project will be located on an approximately 1.46 acre parcel across the street from existing single and multi family residences. The neighborhood surrounding the project site developed as residential starting in the mid 1920's. There are no known Williamson Act contracts on the property. The immediate vicinity is mostly developed, thus, no impacts will occur to any agricultural uses or farmland in the immediate vicinity.

3) AIR QUALITY

a) Less than significant impact. The project area is located within the South Coast Air Basin of Southern California and within the jurisdiction of the South Coast Air Quality Management District. The proposed project is presumed to be incorporated into the Air Quality Management Plan (AQMP), prepared by the South Coast Air Quality Management District (SCAQMD), since the latest AQMP is dated 1997 and the various elements of the City's General Plan were adopted between 1973 and 1992, prior to the preparation of the 1997 AQMP. Therefore, the assumptions contained within the latest AQMP are based upon the plans and policies contained in the City's existing General Plan. As such, the proposed project will not conflict with or obstruct implementation of the latest air quality management plan.

b) and c) Less than significant impact. The proposed project was evaluated for construction and operational emissions utilizing information provided by the applicant and the URBEMIS 2002 air quality program from the South Coast Air Quality Management District. The overall construction period is estimated at 12 months, with grading lasting 1.2 months, using the program's default value. The formula also divides each component of development, such as home construction and architecture (painting), into separate segments. However, both activities may occur simultaneously within different portions of the project site. In addition, occupancy of some housing may remain while construction is ongoing in other portions of the site. Actual construction will be predicated upon the rate of home sales. While some of the variables used to estimate emissions may change, they provide a starting point upon which to evaluate the proposed project.

Air emissions were evaluated using three (3) separate activity phases: Site grading, site construction, and project operation. Site demolition is required. The calculations for each phase are listed below.

Table No. 1

Estimated Short-Term Emissions for Site Grading Activities

<i>Pollution Source</i>	ROG	NOx	CO	SOx	PM₁₀
Grading	7.93	65.67	55.98	0.00	4.26
SCAQMD Thresholds	75	100	550	150	150

Note: All units are in pounds per day.

This grading calculation does not include methods to reduce PM₁₀ emissions, such as site watering or soil stabilizers, which are standard measures undertaken to reduce emission. According to the *CEQA Air Quality Handbook*, PM₁₀ emissions can be reduced between 30 and 68 percent with these measures. However, all of potential emissions are well below the SCAQMD thresholds as shown in Table No. 1.

Table No. 2

Estimated Short-Term Emissions During the Construction Period

<i>Pollution Source</i>	ROG	NOx	CO	SOx	PM₁₀
Equipment	9.92	76.32	72.78	0.00	3.43
Commuting Traffic	0.09	0.12	2.18	0	0.00
Coating Applications	25.09	-	-	-	-
Asphalt Offgassing	0.00	-	-	-	-
Emissions Totals	35.10	76.44	74.96	0.00	3.43
SCAQMD Thresholds	75	100	550	150	150

Note: All units are in pounds per day.

Table No. 2 indicates that all potential emissions during the construction period are well below the SCAQMD threshold.

Table No. 3
Estimated Long-Term Project-Related Emissions (Operation)

<i>Pollution Source</i>	ROG	NOx	CO	SOx	PM₁₀
Mobile Emissions	1.22	1.27	14.23	0.01	1.17
Natural Gas Consumption	0.01	0.10	0.04	-	0.00
Landscaping Emissions	0.07	0.01	0.48	0.00	0.00
Consumer Products	.64	-	-	-	-
Emissions Totals	1.93	1.37	14.75	0.01	1.17
SCAQMD Thresholds	55	55	550	150	150

Note: All units are in pounds per day.

Based upon these calculations the proposed project will not exceed adopted air quality standards or substantially contribute to air quality violations. The proposed project is not anticipated to result in a cumulatively considerable net increase of any criteria pollutant due to the project's consistency with the City's existing General Plan and the adopted air quality plan.

d) and e) Less than significant impact. Single and multiple family residences surround the project site. The *CEQA Air Quality Handbook* identifies uses considered to be sensitive receptors as including residences, schools, long-term health care facilities, childcare centers, and other similar uses. (Figure 5-1, p. 5-7) It is acknowledged that construction related activities would result in dust, construction equipment emissions, and odors from the application of some materials. It is also expected that surrounding residences could be affected in some manner by these activities. However, construction related activities will be short-term in nature and the odors generated during construction will be an annoyance rather than a health hazard. The potential impacts are not expected to be adverse and impacts within all emission categories are not significant.

4) **BIOLOGICAL RESOURCES**

a) No impact. The project site is highly disturbed with mature vegetation and several residential structures that are proposed for demolition. The site does not appear to have any viable habitat for plant or animal species. As such, it is not anticipated that the proposed project will have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.

b) and c) No impact. No substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service will be affected by the development of the proposed project. The proposed property has no wetland areas and therefore will not have an impact upon federally protected wetlands.

d) Less than significant impact. The project is not anticipated to interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. As noted above the site is highly disturbed within an urbanized area and there is no significant wildlife corridors observed on the project site.

e) Less than significant impact. The past disturbance and use of the site for residential development has eliminated any native vegetation that once existed and is now absent of any sensitive species. The current vegetation is mostly annual grasses, mature trees, irises and palm trees. Incorporating the Canary Palms along the drive entry to the project complies with the City of Loma Linda established policies for preservation of historic resources within this area. The development of this property will not conflict with local policies protecting biological resources.

f) No impact. Given the lack of significant habitat on this property there will be no impact or conflict with any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

5) CULTURAL RESOURCES

a) Less than significant. The project site will not cause a substantial adverse change in the significance of a historical resource as defined in California Environmental Quality Act (CEQA) Guidelines Section 15064.5. A Historic Resource Review by the San Bernardino County Museum indicates two structures shown on historic maps dating from 1893 and 1940. According to Robin Laska with the San Bernardino County Museum, the structures shown on the historic maps are not identified as the present residential structures. The structures at 11278 and 11288 C San Juan Drive are both listed on the 1988 Hatheway Report which surveyed architecturally significant structures in Loma Linda. The County Assessor's office indicates the structures built in the 1920's. A copy of the County Museum's review is maintained in the project file.

A request for a Certificate of Appropriateness went before the City Historical Commission on February 7, 2005. The request was continued to the March 7th meeting pending the request for further historic resource evaluation. A field trip to the site with five members of the Historic Commission took place on February 15, 2005. Two of the members had the chance to visit the interior of both structures. It was their consensus that both structures were not worth saving due to modifications and aging. At the March 7, 2005 meeting, the Historic Commission voted unanimously to recommend that the

City Council approve a Certificate of Appropriateness to demolish the structures on site. The City Council will vote on this as part of the entitlement review for the project.

The proposed project includes the retention of the row of original Canary Palm trees that contribute materially to the community's aesthetic value at the drive entrance off of San Juan Drive. No further historical or archaeological investigations are necessary for the project. The proposed project will comply with the policies and requirements of the Draft and existing Loma Linda General Plans. Implementation of the mitigation measures will reduce the project's impacts on historic resources to a level of non-significance.

Mitigation

- The row of Canary Palm trees shall be maintained and incorporated into the project site. The trees shall be retained in accordance to the standards developed by the International Society of Arboriculture. The applicant will maintain the other mature species of trees on site into the project development.

b),c) & d)- Less than significant impact. The project site is not anticipated to contain any human remains. If any are encountered, construction will be halted and the San Bernardino County Coroner shall be immediately advised. Work shall not resume until the Coroner has approved resumption of activities.

6) GEOLOGY & SOILS

a) Less than significant impact with mitigation. The proposed project has been identified on the State of California Special Studies Zone Official Map as being within an Alquist-Priolo Earthquake Fault Zone which is applied to areas along faults that are "sufficiently active" and "well defined". Sufficiently active faults show evidence of Holocene surface displacement along one or more of their segments. Well-defined faults are clearly detectable by a trained geologist as a physical feature at or just below the ground surface. The boundary of an "Earthquake Fault Zone" is generally about 500 feet from major active faults, and 200 to 300 feet from well-defined minor faults. The Alquist-Priolo Act dictates that cities and counties withhold development permits for sites within an Alquist-Priolo Zone, until geologic investigations demonstrate that the sites are not threatened by surface displacements from future faulting. The primary purpose of the Alquist Priolo Act is to mitigate the hazard of fault rupture by prohibiting the location of structures for human occupancy across the trace of an active fault.

Terra Geosciences created the Fault Investigation Report. During trenching of the site as part of their analysis, they were unable to trench outside of the southwest property boundary. As a result, a 50-foot building setback has been plotted for the two units on San Mateo.

The San Jacinto Fault is approximately half a mile southwest of the project site. The San Andreas Fault Zone is located on the north side of the San Bernardino Valley approximately 10 miles away. The intended project proposes to introduce less than significant adverse impact potentials with relation to this issue. The 13-unit townhouse project will not expose people or structures to substantial adverse effects involving seismic-related ground failure, including liquefaction. The 13-unit townhouse project will not expose people or structures to substantial adverse effects involving landslides. The project site is not located in an area that is subject to landslides. The project site and surrounding properties developed are sloping in nature.

Mitigation

- The applicant and developer shall implement the recommendations of the Fault Investigation Report by Terra Geosciences, into the project development.

b) Less than significant impact. It is not anticipated that the development of this site will contribute to significant soil erosion or loss of topsoil. Some erosion will occur as a result of grading and the construction process because the site is substantially sloped however, the site is and the implementation of Best Management Practices for erosion and sediment control will result in a less than significant impact in this area.

c) Less than significant with mitigation. The project site is located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. However, the Feasibility Soils Investigation by John R. Byerly Incorporated recommends replacing the loose and porous material found on site with engineered fill.

Mitigation

- The applicant and developer shall implement the recommendations of the Soils Feasibility Investigation Report by John R. Byerly Incorporated into the project development.

d) Less than significant impact. There is no evidence that the project site is located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property. John R. Byerly Incorporated prepared a Feasibility Soils Investigation of the project site and assumes a low expansion potential of the project site.

e) No impact. City sewer and water serve all the current residential structures on the subject site. Thus, no impacts are anticipated for sewer and wastewater disposal systems to serve the new residential structures. Septic tanks and leach lines may be present due to the presence of the older residences and accessory structures on the property.

7) HAZARDS & HAZARDOUS MATERIALS

a) & b) Less than significant impact. A less than significant impact from hazardous materials transport or use will occur during construction activities at the 1.46-acre project site. Hazardous materials, which may be present during construction, include limited storage of fuel and the storage of paints and solvents common to construction. Quantities of materials stored on site during construction activities will be limited to amounts reasonable and necessary for construction activities and will be stored in a manner consistent with hazardous material storage requirements. Although potentially hazardous materials may be on site, the quantities and use of these materials is routine and will not pose a threat to surrounding areas or the public in general.

c) Less than significant impact. The Loma Linda Academy currently exists within a mile radius of the development site. The Loma Linda University and Medical Center is approximately a quarter mile east of the project site; however, this project (residential use) is not expected to result in the emission of hazardous materials that would impact existing schools.

d), e), f), g), and h) No impact. The proposed project is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, it would not create a significant hazard to the public or the environment. Therefore the project proposes no potential threat to introduce any significant adverse impact with relation to this issue.

The project is not within two miles of an airport. The nearest public use airport is the San Bernardino International Airport, approximately five miles north of the project site. No private airstrips have been identified within the vicinity of the project site. The project would not impair implementation of an adopted emergency response plan or emergency evacuation plan. The development would meet all City requirements for fire and other emergency access. The project would not expose people or structures to a risk of loss, injury or death involving wildland fires; the proposed project is not in a wildland fire hazard area.

8) HYDROLOGY & WATER QUALITY

a), c), e) and f) Less than significant with mitigation. Development of the project site can potentially cause soil sedimentation and water pollution during grading and construction phases. Operations of the facility, including maintenance and irrigation can also lead to sedimentation and water contamination. An erosion/sediment control plan and a Water Quality Management Plan are required to address on-site drainage control during construction. The intended project will increase the amount of impervious area thus increasing the amount of potential runoff from the site. This increase in runoff will be less than significant and will not exceed the capacity of existing planned Stormwater drainage systems or contribute a significant amount of pollutants to runoff. The

proposed project will protect water quality by following the City of Loma Linda's General Plan and will comply with a stormwater pollution prevention plan (SWPPP).

Mitigations:

- All site drainage shall be handled on-site and shall not be permitted to drain onto adjacent properties.
- Prior to issuance of grading permits, the applicant shall obtain coverage under the NPDES Statewide Industrial Stormwater Permit for General Construction Activities from the State Water Resources Control Board. Evidence that this has been obtained shall be submitted to the City of Loma Linda Public Works Department.
- An erosion/sediment control plan and a Water Quality Management Plan are required to address on-site drainage construction and operation.
- All necessary precautions and preventive measures shall be in place in order to prevent material from being washed away by surface waters or blown by wind. These controls shall include at a minimum: Regular wetting of surface or other similar wind control method, installation of straw or fiber mats to prevent rain related erosion. Detention basin(s) or other appropriately sized barrier to surface flow must be installed at the discharge point(s) of drainage from the site. Any water collected from these controls shall be appropriately disposed of at a disposal site. These measures shall be added as general notes on the site plan and a statement added that the operator is responsible for ensuring that these measures continue to be effective during the duration of the project construction.
- Appropriate controls shall be installed to prevent all materials from being tracked off-site by vehicles or other means. These controls may include gravel exits or wash-down areas. Any materials tracked off-site must be removed as soon as possible, but no later than the end of the operation day. This material shall be disposed of at an appropriate disposal site. These measures shall be added as general notes on the site plan and a statement added that the operator is responsible for ensuring that these measures continue to be effective during the duration of the project construction.
- A complete hydrology study and hydraulic calculations shall be submitted for review and approval by the Public Works Department.

b) and d) Less than significant. The proposed project is not anticipated to substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level. The site is already served by sewer and water lines. The future residents of the project will consume approximately 7,400 gallons of water per day (37 residents X 200 gallons per day= 7,400 gallons). This is a negligible amount of water use and it is consistent with the planned growth of Loma Linda; therefore no significant impact is

expected. The project area is within a core development area of the City and water infrastructure to service the area is already in place. The City of Loma Linda provides water from its own six production wells. The main water source for the City is the Bunker Hill Basin.

There are no wetlands located on the property. In addition there are no springs or "Waters of the United States" mapped across the site. There is no evidence of runoff to any of the surrounding streets from the property. No change in drainage pattern or increase in erosion is expected on or off site. The project proponent will submit plans for a proposed storm drain system designed to handle flows from the anticipated runoff created by this project to the City for review and approval.

g) and h) Less than significant impact. The Federal Emergency Management Agency's Flood Insurance Rate Map (Letter of Map Revision Date-June 27, 2001) identifies the project site as lying outside the 500-year floodplain. The proposed project will not impede or redirect flood flow. The proposed project will comply with the policies and requirements of the Loma Linda General Plan.

i) and j) No impact. The 13-unit townhouse project would not expose people or structures to loss, injury or death from flooding, including flooding as a result of the failure of a levee or dam. The project site is not located near a levee or dam. It is not anticipated that the project would result in exposure of people or structures to inundation by seiches, or mudflow. As there are no large bodies of water in the project area there is no risk of inundation by seiche. There is no possibility of inundation by mudflow at the project site. Hillside slopes are to be landscaped and construction techniques will be utilized to meet all City grading and compaction requirements. The proposed project will comply with the policies and requirements of the Loma Linda General Plan.

9) LAND USE PLANNING

a) No impact. The 13-unit townhouse project would not physically divide an established community. The area surrounding the project site has been developed as a residential neighborhood as early as the mid 1920's. The project site contains several residential structures and garages that are proposed for demolition. The design of the project will compliment the surrounding neighborhood by better utilization of the property. As previously stated the row of existing Canary Palms will be retained.

b) Less than significant impact. The existing General Plan designation is Medium Density and the Zoning for the site is R2 Duplex. The proposed project includes a General Plan Amendment to reflect the change in maximum density from ten to 9 dwelling units per acre and a Zone Change to Planned Community. The project also includes a Tentative Tract Map and Precise Plan of Design. The proposed project will comply with the policies and requirements of the existing and draft Loma Linda General Plan.

c) No Impact. It is not anticipated that this project will conflict with any conservation plan or natural community conservation plan. The property is not located in any special environmental settings or impact zones e.g. wetlands, endangered species, or natural habitats and thus no impact is expected.

10) MINERAL RESOURCES

a) and b) No Impact. The proposed project is not located in a Mineral Resource Zone (MRZ) area, and does not propose to use non-renewable resources in a wasteful and inefficient manner. No impacts to mineral resources are anticipated.

11) NOISE

a) and b) Less than significant impact with mitigation. The development of the 13-unit townhouse project would increase noise levels in the area, consistent with single-family residential units. However with mitigation, these noise levels would not exceed the standards established in the City of Loma Linda Noise Ordinance (Chapter 9.2 of the Loma Linda Municipal Code).

Mitigation

- The applicant and developer shall implement the recommendations of the Noise Study by Gordon Bricken and Associates, into the project development in order to meet the interior noise standard of 45 dba and the exterior noise standard of 65 dba.

c) Less than significant impact. Development of the proposed project would increase ambient noise levels in the area; however, the noise would be consistent with a residential area and would not result in a substantial increase.

d) Less than significant impact. The construction of 13 housing units will cause a temporary rise in the area's noise level to occur; however, the level of noise will not be substantial. The potential for disrupting persons in the vicinity of the project area is apparent due to the developed neighborhood surrounding the project site. During site construction, the project is required to comply with Section 9.20.050 (Prohibited Noises) of the Loma Linda Municipal Code, which requires that construction activities cease between the hours of 10:00 p.m. and 7:00 a.m. No additional mitigation is needed or proposed for short-term noise impacts.

e) and f). No impact. The project is not within two miles of an airport. The nearest public use airport is the San Bernardino International Airport, approximately five miles north of the project site. No private airstrips have been identified within the vicinity of the project site.

12) POPULATION & HOUSING

a) Less than significant impact. It is likely that the proposed project will induce population growth in an area, directly by proposing new homes but the growth will be less than significant. The project site is approximately 1.46 acres. The project's overall density is nine (9) units per acre. The proposed project is expected to generate approximately 37 new residents, based on 13 units times an average household size of 2.85 persons per household (2004 Draft General Plan). The project site is located within the Loma Linda Redevelopment Agency (RDA) project area and requires that 15 percent of the total units shall be affordable housing as required by the State of California and implemented by the City of Loma Linda. The applicant shall enter into a Development Agreement with the Loma Linda Redevelopment Agency

b) & c) Less than significant impact. The proposed project will not displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere. The proposed project site currently has five units in three separate buildings. Therefore the intended project proposes no threat to introduce any significant adverse impact with relation to this issue. The proposed project will comply with the policies and requirements of the Loma Linda General Plan.

13) PUBLIC SERVICES

a) Less than significant impact. The project would result in 13 new housing units; however, this would not significantly impact the ability of the City public services and meet the demands of the public.

The Fire Department has reviewed this project and has the capability of providing service to the site. All homes will be equipped with automatic fire sprinklers and a utility improvement plan will be required of the applicant to show fire hydrant locations for Fire Department review.

The San Bernardino County Sheriff's Department provides police protection for the City of Lima Linda. They have reviewed the project and are able to provide services for this project; therefore, there is no impact. Redlands Unified School District has been notified of this project. The applicant will be required to pay school fees to the District.

The project would not create the need for additional public services. The proposed project will not adversely impact other publicly maintained facilities due to the limited size and scope of the project. A standard condition of approval will require the project proponent to pay for development impact fees established for development within the City of Loma Linda. These fees are used to make necessary improvements within the area to keep the system at acceptable levels of service and to provide for future parks within the City.

14) **RECREATION**

a) Less than significant impact. The development of 13 housing units would incrementally increase the use of park facilities in the vicinity. Proposed include a swimming pool, spa, clubhouse, benches, picnic tables and barbecue areas. The City of Loma Linda General Plan requires 5.0 acres of park space for every 1,000 residents. This project will be required to pay park in-lieu fees as required by Loma Linda Municipal Code (LLMC) Section 17.20.020(C). The provision of recreational areas within the project and the payment of impact fees would reduce to below the level of significance impacts to recreational facilities.

b) No impact. The townhouse project will have recreation facilities as amenities for the residents such as: clubhouse, pool, spa, benches, picnic tables and barbeque areas in the common area of the project site. The recreation facilities included in the project will not have an adverse effect on the environment.

15) **TRANSPORTATION/TRAFFIC**

a) Less than significant impact. The Public Works Department has reviewed the proposed project and determined that it will not cause an increase in traffic. The increase in traffic on adjacent and nearby streets will not be substantial in relation to the existing traffic load and capacity of the street system. The proposed project is consistent with the policies and requirements of the Loma Linda General Plan.

b) Less than significant impact. The Public Works Department has determined that the project will not exceed either individually or cumulatively, the county's level of service standard. The townhouse project will not require any widening of San Juan or San Mateo Drive. The proposed project is consistent with the policies and requirements of the Loma Linda General Plan.

c), d), e), f) and g) No impact. The proposed project will result in a negligible change in traffic levels with residents from 13 residential units compared to the current five units that are onsite and proposed for demolition. The existing driveway off of San Juan Drive will be improved for internal access that is necessary for project development. This project will not result in inadequate emergency access. The project site has been designed to provide adequate access for emergency vehicles and has been reviewed by the Public Works and Fire Departments. Parking areas will be completed in accordance with the LLMC and will be adequate for the proposed project. The project supports transit alternatives and a transit stop is located nearby on Barton Road at Campus Street offers half hourly service to San Bernardino, Riverside and Redlands.

16) **UTILITIES AND SERVICE SYSTEMS**

a) Less than significant impact. The proposed project is not anticipated to cause or contribute to a violation of wastewater treatment requirements of the Regional Water

Quality Control Board. Implementing best management practices and policies of the City regarding wastewater will protect water quality.

b) Less than significant impact. The development of the project site would not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. The waste from Loma Linda sewer is transported to the City of San Bernardino treatment plant. Confirmation from that facility indicates that the treatment plant will be able to accommodate wastewater from the project. City sewer and water lines serve the existing structures that are proposed for demolition.

c) Less than significant impact. The development of the project site is not anticipated to require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. Please see response (b).

d) Less than significant impact. The proposed development is not anticipated to use excessive amounts of water or have a demand greater than that available to serve development from existing entitlements and resources. The main water source for the City is the Bunker Hill Basin.

e) Less than significant impact. The waste from Loma Linda sewer is transported to the San Bernardino treatment plants. The San Bernardino treatment plant will be able to accommodate the project. City sewer and water lines serve the existing structures that are proposed for demolition.

f) and g) Less than significant impact. Waste Management of the Inland Empire provides waste disposal and recycling services for the project site. The refuse from the project area will be transported to a County of San Bernardino Landfill. By implementing the recycling and hazardous waste programs the City will help ensure that the waste stream directed to local landfills is reduced. These accommodations for solid waste will comply with all state, federal and local regulations in regards to solid waste disposal.

17) MANDATORY FINDINGS OF SIGNIFICANCE

a) Less than significant impact. The project will not cause negative impacts to wildlife habitat, or limit the achievement of any long-term environmental goals, or have impacts, which are potentially and individually limited but are cumulatively considerable and could potentially have an indirect adverse impact on human beings. The infill site is located within a developed residential area adjacent to the Loma Linda University and Medical Center. However mitigation measures included in this Initial Study will reduce the project impacts to less than significant levels. Therefore, development of the site will not impact any endangered species.

b) Less than significant with mitigation Several of the potential impacts identified in this Initial Study potentially have cumulatively considerable effects, which could degrade the quality of the environment if they are not avoided or sufficiently mitigated. Mitigation measures have been proposed and implementation of these mitigation measures will provide safeguards to prevent potentially significant cumulative impacts.

c) Less than significant impact Several of the potential impacts identified in this Initial Study could degrade the quality of the environment if they are not avoided or sufficiently mitigated. Project impacts, which can be sufficiently mitigated to a less than significant level, include soils and noise. Implementation of the proposed mitigation measures will ensure that the project's effects will remain at a level that is less than significant.

REFERENCES

The following plans and documents were consulted for the preparation of this Initial Study.

1. City of Loma Linda General Plan
2. City of Loma Linda General Plan Land Use Element Map
3. City of Loma Linda Zoning Map
4. City of Loma Linda Municipal Code
5. City of Loma Linda Draft General Plan
6. Flood Insurance Rate Map of San Bernardino County and Incorporated Areas, Map No. 06071C8692F (effective June 27, 2001).
7. Feasibility Soils Investigation, John R. Byerly Inc., May 24, 2002.
8. Noise Study for TTM No. 17209, Gordon Bricken and Associates, February 25, 2004.
9. Fault Investigation, Terra Geosciences,

CLERK OF THE
BOARD OF SUPERVISORS

25 MAR 17 PM 4:47

CALIFORNIA



PROJECT STATEMENT

Quality housing for the sizable student population in the city of Loma Linda is currently very much in demand. To help address this need a townhouse community development composed of two, three and four bedroom units is being proposed. These units will be designed to take full advantage of the unique location and views. To help promote a sense of unity and neighborliness, special attention will be paid to the scale and site location of the buildings. Landscaping will also play a very important role in helping to achieve this goal. To encourage interaction among the residents, a community/recreation center will be centrally located within the site. Parking will be designed to allow direct access to each unit while maintaining the major public spaces free of vehicular interruption.

PROPOSED SITE

The approximately 1.25-acre hillside site located on the south side of San Juan Drive between San Mateo and San Lucas Drive has an array of mature palms and trees which will be preserved as much as possible. The slope toward the medical center follows a northeastern direction with approximately a thirty foot grade change. The westerly slope has a fifty five foot grade change. Due to the steepness of the slope on the southern border, there will be a set back of at least fifteen feet. The existing private drive off of San Juan will be retained as the main access to the property in an effort to keep to a minimum curb cuts due to the steep terrain.

PRELIMINARY PROGRAM

OCCUPANCY: Currently is R-2 but we will seek an R-3 designation.

Each unit will be designed to be beautiful yet highly functional and will incorporate elements which are appealing to today's home buyers as well as perspective tenants. To help the project blend with the existing neighborhood, the exterior design will follow a Mediterranean theme which will include tile roofs, balconies, roof decks and possibly roof gardens.

- Entry/Foyer:** Modest in size but well defined. It should set the tone for the rest of the unit while facilitating access to the rest of the house.
- Living/Dining:** In an effort to create a feeling of spaciousness and allow for flexibility the living and dining rooms will be visually linked with possibly a change in floor finishes to help define the spaces. Placement of windows will be carefully studied in order to maximize the views from these rooms. Fireplaces may also be featured.
- Kitchen:** Efficient in size but still providing all the necessary appliances and counter space that is required to make it fully functional.

ROJAS

ARQUITECTOS
MIGUEL A. ROJAS
ARCHITECT

Breakfast Nook: Adjacent and open to the Kitchen and large enough to seat between four and six people. Lots of natural light and sunny in the mornings.

Master Bedrooms: In units with two bedrooms, each will be treated as a Master Bedroom with direct access to bathrooms, walk in closets and possibly balconies. In three and four bedroom units there will be only one Master Bedroom.

Secondary Bedrooms: Spacious and inviting with ample closet space and direct access to bathrooms when ever possible.

SERVICE:

- 1.) Bathrooms- separate lavatory and toilet/shower areas. Natural light when ever possible
- 2.) Laundry Room- centrally located and near the kitchen. Room enough for a service sink and counter space to fold laundry etc.
- 3.) Storage areas located throughout the unit. T

**CLUBHOUSE/
SOCIAL CENTER** The size of the center will be determined by the available space and topography The clubhouse will include a central open space capable of accommodating groups of 25 to 35 people, a small kitchen, an office, storage/mechanical room and men an women's bathrooms with shower facilities. It will we adjacent to the swimming pool and spa.

LANDSCAPE: The landscape design will be the key to an attractive and well integrated development. The outdoor spaces shall work with and compliment the interior spaces. It is important that the landscaping help link the various units with the proposed center as well each other while allowing for privacy. Several areas should accommodate active recreational activities along with passive, quiet gardens.

PARKING: One-bedroom unit, 1.5 spaces per unit. Each additional bedroom, 0.5 additional parking spaces per bedroom. In addition a minimum of 0.25 spaces per bedroom shall be provided for guest parking. A major effort will be made to reduce the impact of the parking garages in the site design with out sacrificing their practicality.

The project will be designed to facilitate the construction to be done in phases if desired.

Project Summary

Property: 11278 & 11288 San Juan Drive (APN: 0284-071-16,17,18,19,21,22,32)

Lot Size: 1.5 acre(65,340 s.f..)

Total Project Square Footage: 35,657 s.f..

Lot coverage: 19,312 s.f..(30%)

Open/Landscaped Space: 46,028 s.f..(70%)

Total Units: 13

Unit A(7 units) 1,927 s.f.. Living space: Formal Entry, Living and Dining Room, Family Room, Full Kitchen with breakfast bar, three Bedroom, two and one half bath Laundry/Hobby Room. Private outdoor 683 s.f.: Entry Terrace, Living/Dining Terrace, Second Floor Balcony, Roof Terrace. Three Car Garage with tandem parking 662 s.f...

Unit B(2 units) 1,767 s.f.. Living space: Formal Entry, Living and Dining Room, Family Room, Full Kitchen with breakfast bar, Two Master Bedrooms with Master Baths, additional half Bath, Laundry Room, Two Car Garage. Private outdoor space 285 s.f.. : Living Room Balcony, Family room Balcony and Master Bedroom Balconies. Two Car Garage 552 s.f...

Unit C(2 units) 1,744 s.f.. Living space: Formal Entry, Living and Dining Room, Family Room, Full Kitchen with breakfast nook, Two Master Bedrooms with Master Baths, additional half Bath, Laundry Room, Two Car Garage. Private outdoor space 478 s.f.. : Living Room/Family Room Balcony, and Master Bedroom Balconies. Two Car Garage 465 s.f...

Unit D(2 units) 3,014 s.f.. Living space: Formal Entry, Living and Dining Room, Family Room, Full Kitchen with Breakfast Nook, Four Bedrooms two and half Bath, Laundry Room, Two Car Garage. Private outdoor space 578 s.f.. : Living Room/Family Room Balcony, and Master Bedroom Balconies. Three Car Garage with tandem parking 742 s.f...

Clubhouse/Social Center: 966 sq.ft. Central Hall, Office, Kitchen, two unisex toilets with showers, Storage/Mechanical Room. Swimming Pool with Spa and waterfall feature.

Attachment B

**General Plan Amendment No. 04-04
(Council Bill No. Resolution 2005-44)**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOMA LINDA, AMENDING THE LAND USE ELEMENT OF
THE ADOPTED GENERAL PLAN (GPA NO. 04-04)

WHEREAS, the City of Loma Linda has adopted a Land Use Element of the General Plan in accordance with State Planning and Zoning law; and

WHEREAS, the Applicant has requested a General Plan Amendment from Medium Density (5.1-10 dwelling units per acre) to Medium Density (5.1-9 dwelling units per acre) designation between the southern end of San Juan Drive and San Mateo Drive, north of Barton Road for approximately 1.46 acres; and

WHEREAS, the General Plan Amendment request is accompanied by a Tentative Tract request to subdivide 1.46 acres into 13 single-family lots for attached units; and

WHEREAS, the City Council finds that the General Plan Amendment would be consistent with general goals and objectives of the Land Use Element Policies and other elements of the General Plan, and would allow appropriate land uses for the subject site based on its location, topography and surrounding land uses and its compatibility with other portions of the Land Use Element in the vicinity; and

WHEREAS, the public hearings have been held as provided by law, and other formalities required by law for amending the General Plan have been met; and

WHEREAS, said amendment was reviewed by the Planning Commission at a duly noticed public hearing; and

WHEREAS, the City Council has reviewed and adopted a Mitigated Negative Declaration of Environmental Impact based on a determination that potential impacts can be mitigated to a level of insignificance pursuant to conditions of approval;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loma Linda that the adopted land Use Element of the General Plan has hereinbefore been amended per Exhibit "A" attached hereto and made a part hereof, in the following manner:

That area generally described as approximately 1.46 acres located between the southern end of San Juan Drive and San Mateo Drive, north of Barton Road AMENDING THE GENERAL PLAN FROM MEDIUM DENSITY (5.1-10 DWELLING UNITS PER ACRE) TO MEDIUM DENSITY 5.1-9 DWELLING UNITS PER ACRE)

BE IT FURTHER RESOLVED that those exhibits comprising the General Plan shall be amended to show the change in land use as above mentioned, and that the City Clerk shall maintain three copies of the amended General Plan available for loan to the public.

PASSED, APPROVED AND ADOPTED this 14th day of June 2005 by the following vote:

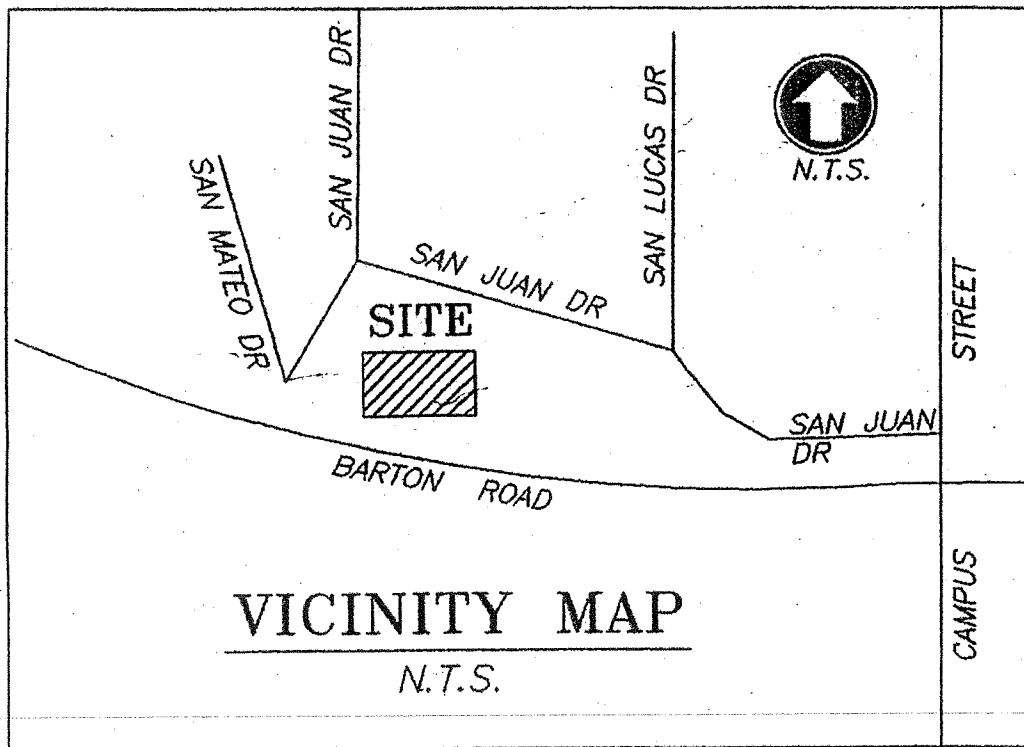
Ayes:
Noes:
Abstain:
Absent:

Floyd Petersen, Mayor

ATTEST:

Pamela Byrnes-O'Camb, City Clerk

Exhibit 1
Vicinity Map



Attachment C

**Zone Change No. 04-04
(Council Bill No. Ordinance 2005-11)**

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOMA LINDA FROM R-2 (DUPLEX) TO PLANNED COMMUNITY (PC) FOR THAT AREA BETWEEN THE SOUTHERN END OF SAN JUAN DRIVE AND SAN MATEO DRIVE, NORTH OF BARTON ROAD AND CONSISTING OF APPROXIMATELY 1.46 ACRES (ZONE CHANGE NO. 04-04)

Section 1. Adoption of Ordinance: The City Council of the City of Loma Linda, California, does hereby ordain as follows:

Section 2. Statement of Intent: It is the purpose of the Ordinance to amend various zoning designations in this City and adopt a revised Zoning Map.

Section 3. Amendment of Zoning Designation: The zoning of the City of Loma Linda is hereby amended to change the following described property within the City of Loma Linda from R-2 (Duplex) to Planned Community (PC) zoning per Exhibit "A" attached hereto and made a part hereof:

That property generally described as approximately 1.46 acres lying between the southern end of San Juan Drive and San Mateo Drive, north of Barton Road.

Said property shall be subject to the provisions of the development plan approved by the Planning Commission and City Council and PC zoning text per Exhibit "B" attached hereto and made a part hereof.

Section 4. Validity. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such holding or holdings shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Ordinance No.
Page 2

Section 5. Posting. Prior to the expiration of fifteen (15) days from its passage, the City Clerk shall cause this Ordinance to be posted pursuant to law in three (3) public places designated for such purpose by the City Council.

This Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the _ day of _____ 2005, and was adopted on the _____ day of _____ 2005 by the following vote to wit:

Ayes:

Noes:

Abstain:

Absent:

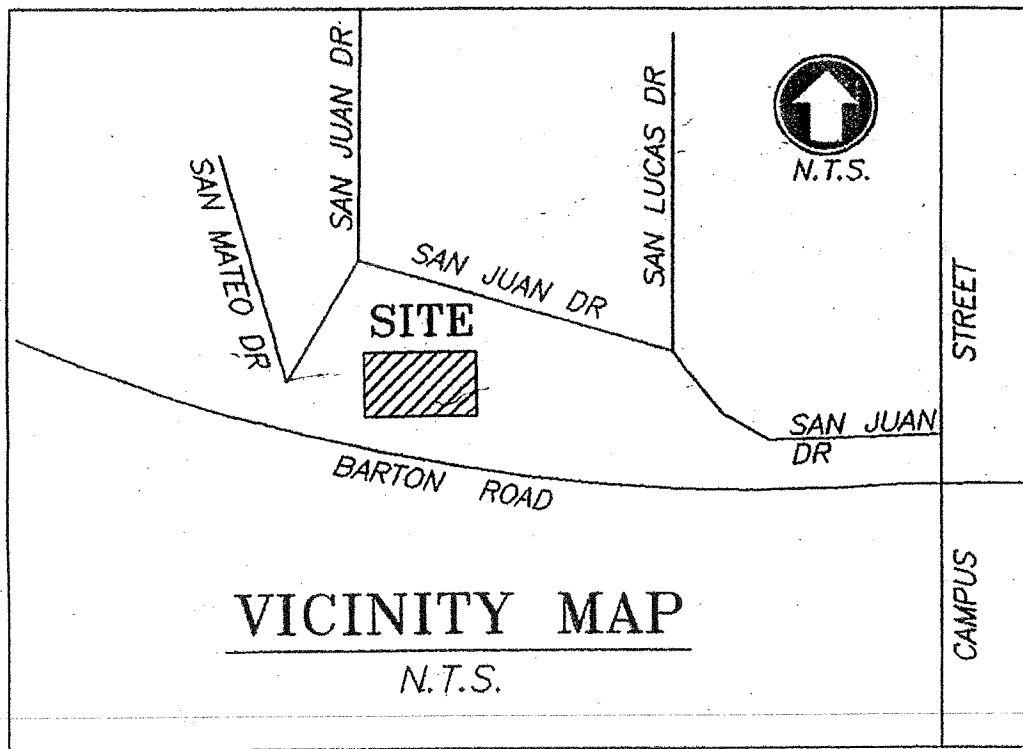
Floyd Petersen, Mayor

Attest:

Pamela Byrnes-O'Camb, City Clerk

Ordinance No.

Exhibit 1
Vicinity Map



Attachment D

Tentative Tract Map No. 17209

Attachment E

Conditions of Approval

CONDITIONS OF APPROVAL

TENTATIVE TRACT MAP NO. 17209 PRECISE PLAN OF DESIGN NO 04-09 (PALM VIEW TERRACES)

All applicable provisions and requirements of City Codes and Ordinances shall be met for this project. All conditions unless otherwise specifies are due prior to the issuance of building permits. The following specific requirements shall also apply:

1. COMMUNITY DEVELOPMENT DEPARTMENT

- 1.1 Within two years of this approval, the Tentative Tract Map shall be exercised or the permit/approval shall become null and void.

PROJECT:

EXPIRATION DATE:

TENTATIVE TRACT MAP NO. 17209
PRECISE PLAN OF DESIGN (PPD) NO. 04-09

MAY 4, 2007
MAY 4, 2006

- 1.2 In the event that this approval is legally challenged, the City will promptly notify the applicant/developer of any claim or action and will cooperate fully in the defense of the matter. Once notified, the applicant agrees to defend, indemnify, and hold harmless the City, its officers, agents and employees from any claim, action or proceeding against the City of Loma Linda. The applicant/developer further agrees to reimburse the City of any costs and attorneys' fees, which the City may be required by a court to pay as a result of such action, but such participation shall not relieve applicant/developer of his or her obligation under this condition.
- 1.3 The proposed subdivision shall conform to all provisions of Title 16 of the Loma Linda Municipal Code (LLMC).
- 1.4 Mitigation measures listed in the Mitigated Negative Declaration shall be made conditions of this project.
- 1.5 The applicant/developer shall submit proposed street names to the Community Development Department for review by the Historical Commission and the approval of the City Council pursuant to the City of Loma Linda Park and Facilities Names Policy Procedure.
- 1.6 The project and future development and/or improvements shall conform to the approved set of plans depicting site design, layout and aesthetics of the housing product.

- 1.7 The applicant/developer shall provide infrastructure for the Loma Linda Connected Community Program, which includes providing a technologically enabled development that includes coaxial, cable and fiber optic lines to all outlets in each unit of the development. Plans for the location of the infrastructure shall be provided with the precise plan of design, which includes providing a technologically enabled development that includes coaxial, cable, and fiber optic lines to all outlets in each unit of the development. Plans for the location of the infrastructure shall be provided with the precise grading plans and reviewed and approved by the City of Loma Linda prior to issuing grading permits.
- 1.8 The trash receptacle location and design shall be approved by the waste hauler company and written proof of the approval shall be provided to the Community Development Department prior to issuance of building permits.
- 1.9 All plans for building construction shall comply with the latest edition of the California Building Code (CBC).
- 1.10 A water test shall be required to determine if water is aggressive to copper or metal pipe. The Ph and dissolved oxygen contents must be provided in the water test and results submitted to the Building and Safety Division prior to issuance of building permits. If plastic pipe is proposed, approval from the Building and Safety Division shall be required prior to issuance of building permits.
- 1.11 Approval of GPA No. 04-04, ZC No. 04-04, TTM 17209, PPD No. 04-09 and Development Agreement is contingent upon the applicant and property owners signing and returning an "Agreement to Conditions Imposed" form as established by the Community Development Department.

Architecture

- 1.12 A phasing plan shall be submitted to the Community Development Department for review and approval prior to issuance of any permits. The plan shall illustrate the location of models, proposed temporary fencing for the models, location and quantity of parking spaces for the models, temporary sales offices and construction trailer.
- 1.13 The Loma Linda Connected Communities Hub structure shall be completed prior to occupancy of phase one.
- 1.14 Sales model complex and common areas shall be compliant with Title 24, California Code. Provide notes to indicate accessible paths of travel to the sales area including pedestrian gates, sidewalks and accessible parking. A parking space at the model complex area shall be designated as van accessible with an eight-foot aisle.

- 1.15 The applicant/developer shall note on the final plans that a six-foot-high chain-link fence shall be installed around the site prior to the building construction stage. Gated entrances shall be permitted along the perimeter of the site for construction vehicles.
- 1.16 The front doors shall match the styles of architecture for each house. Review and approval by the Community Development Department shall be required.
- 1.17 All colors and materials shall be reviewed and approved by the Community Development Department prior to issuance of building permits.
- 1.18 The architectural style of the same house plan shall not be side by side. The same color/material schemes of any plan shall not be side by side or across a street.
- 1.19 Final street light style and specifications shall be included in the working drawings, subject to review and approval of the Public Works and Community Development Departments prior to issuance of permits for the production homes.
- 1.20 Where appropriate and where space permits, the applicant/developer shall provide more windows for more visual interest to address concerns of blank exterior spaces. Modified elevations shall be reviewed and approved by the Community Development Department.
- 1.21 The applicant/developer shall work with staff to provide a variety of garage and front doors that are more in keeping with the design of the architecture. The top panel shall include panel lites.
- 1.22 The applicant/developer shall work with a Planning Commissioner to resolve design issues related to fencing materials and windows prior to submittal for plan check.
- 1.23 The applicant/developer shall incorporate the latest construction techniques to mitigate noise impacts to the D units in order to meet interior and exterior City noise standards. The applicant shall implement the recommendations of the Noise Study by Gordon Brinken & Associates dated February 25, 2004.
- 1.24 The mailbox kiosks shall be architecturally enhanced. The final mailbox architectural details indicating color and exterior treatment shall be included in the working drawings, subject to review and approval of the Community Development Department and prior to issuance of permits for the production homes.

Landscaping

- 1.25 All shrubs proposed in the front yards, and exterior side yards, which are planted by the developer, shall be a minimum of five gallon in size. A minimum of two, 24-inch box size trees are required for each individual lot.

- 1.26 The applicant/developer shall submit three sets of the final landscape plan prepared by a state licensed Landscape Architect, subject to approval by the Community Development Department, and by the Public Works Department for landscaping in the public right-of-way. Landscape plans for the Landscape Maintenance District shall be on separate plans.
- 1.27 Final landscape and irrigation plans shall be in substantial conformance with the approved conceptual landscape plan, and these conditions of approval.
- 1.28 The block wall along the southern tract boundary along Barton Road shall be a decorative block and complimentary to the Mediterranean style.
- 1.29 Landscape plans shall depict the utility laterals, concrete improvements, and tree locations. Any modification to the placement of a street tree, as specified, in front of each house shall be reviewed and approved by the Community Development Department prior to issuance of permits.
- 1.30 Root guards shall be placed around the roots of all trees to be planted in the front, exterior side yards, and in the common areas.
- 1.31 The applicant/developer shall provide landscaping for the front-yard, exterior side-yard for each dwelling unit and shall also provide landscaping for all the common areas.

Noise

- 1.32 The applicant/developer shall indicate the location of air conditioner condensers in the yards and address the noise level issues according to City of Loma Linda Noise Ordinance.
- 1.33 During construction of the site, the project shall comply with Section 9.20.050 (Prohibited Noises) of the Loma Linda Municipal Code, which requires that exterior construction activities and any interior construction activities that would affect exterior noise levels cease between the hours of 6:00 p.m. to 7:00 a.m.
- 1.34 All windows shall be double paned.
- 1.35 Entry doors, sliding glass doors, and French doors shall be well-weather stripped, solid fiberglass and solid core steel clad entry doors. The weather-stripping around the entire perimeter of the doors should consist of neoprene bulb gaskets that are compressed when the doors are closed to form an airtight seal. A wooden astragal with neoprene bulb gaskets shall be used at double doors to ensure an airtight seal.

- 1.36 The interior noise standard of 45 dBA is to be met in all units with windows closed. Therefore, ventilation is needed per the Uniform Building Code standards in order to provide a habitable environment with windows closed.
- 1.37 Exterior walls at all units shall be constructed with gypsum wallboard interior, 7/8" stucco exterior, with minimum R-13 insulation batts between the studs. All joints shall be well fitted and/or caulked to form an airtight seal.
- 1.38 The roof systems for all units shall have tile over sheathing, R-19 fiberglass insulation, drywall, and vented.
- 1.39 Interior sound absorption within the units shall be achieved with carpet (having a minimum 5/16" thick pile) and pad in all habitable rooms, with the exception of kitchens and bathrooms.

Cultural Resources

- 1.40 If human remains are discovered during construction activities, all work in the area shall be suspended and the San Bernardino County Coroner shall be notified of the discovery. Work shall not resume until the Coroner has approved resumption of activities.
- 1.41 In the event that fossil resources are uncovered during construction, a qualified vertebrate paleontologist shall be retained to develop a program to mitigate for impacts to nonrenewable fossil resources.
- 1.42 If potentially significant buried cultural resources should be uncovered during construction, such resources shall be tested by a qualified archaeologist for historical significance prior to continuing construction or grading.

2. FIRE DEPARTMENT

- 2.1 All conditions applicable to Tract 17209 shall apply to work done within the Tract under this or other PPD.
- 2.2 All construction shall meet the requirements of the editions of the Uniform Building Code (UBC)/California Building Code (CBC) and the Uniform Fire Code (UFC)/California Fire Code (CFC) as adopted and amended by the City of Loma Linda and legally in effect at the time of issuance of building permit.
- 2.3 Pursuant to UBC Section 904.2.2, as amended in Loma Linda Municipal Code (LLMC) Section 15.08.220, and as further modified herein, all future buildings to be constructed within the area of the tract shall be equipped with fully automatic fire sprinkler systems meeting the requirements of National Fire Protection Association (NFPA) 13D. Garage coverage is recommended.

- 2.4 Pursuant to UFC Section 1001.3, plans and specifications for the fire sprinkler systems shall be submitted to Fire Prevention for review and approval prior to installation.
- 2.5 A utility improvement plan showing the proposed locations for fire hydrants shall be submitted to Fire Prevention for review and approval as part of the plan review process (may be done in conjunction with Public Works Engineering plan review).
- 2.6 Building addresses shall be assigned by the Public Safety Department upon submittal of a working copy of the Final Tract Map.

3. PUBLIC WORKS DEPARTMENT

- 3.1 The applicant/developer shall record a Final Map with the San Bernardino County Recorder pursuant to the provisions of the State Subdivision Map Act prior to issuance of all permits.
- 3.2 At the time of Final Tract Map submittal, the applicant/developer shall include the following: Traverse calculations (sheets), copies of recorded maps and deeds used as reference and/or showing original land division, tie notes and bench marks referenced, and a current title report. The traverse calculation sheets to show error of closure. Inverse calculations are not acceptable for plan check review.

Soils/Geology/Grading

- 3.3 The applicant/developer shall implement the recommendation of the feasibility Soils Investigation Report by John R. Byerly dated May 24, 2002.
- 3.4 The applicant/developer shall implement the recommendation of the Fault Investigation Report by Terra Geosciences dated September 16,, 2002.
- 3.5 The applicant/developer shall submit grading plans, preliminary soils report and hydrology/hydraulic study to the Public Works Department for review and approval. The precise grading plan for the project shall be approved prior to issuance of any building permits. NPDES regulations apply. A copy of your approved SWPPP and NOI issued by the State Water Resources Control Board shall be submitted to the Public Works Department.
- 3.6 The applicant/developer shall submit and obtain Public Works Department approval of an erosion/sediment control plan to minimize potential increases in erosion and sediment transport during short-term construction and long-term operational activity prior to issuance of any grading or building permits.
- 3.7 Dust control shall be made a condition of the grading plans for this project.

- 3.8 The applicant/developer shall submit structural design and location for any required walls for review by the Building and Safety Department.
- 3.9 The applicant/developer shall submit geology report, prepared by a licensed engineering geologist, filed with and approved by the Public Works Department prior to recordation. The applicant/developer shall submit deposit to cover the costs of the review with the report. An additional deposit may be required or a refund issued when the costs do not match the deposit. Preview costs shall be paid in full prior to recordation of the Final Map.
- 3.10 Soil sampling and analysis of visibly stained soils shall be conducted prior to any grading or earthmoving activities. Certification that this work has been completed by a licensed engineering geologist, filed with and approved by the Public Works Department, shall be provided prior to the issuance of any grading permits. Any soil that is determined to contain contaminants in hazardous concentrations shall be properly treated and/or removed by a qualified hazardous waste company.
- 3.11 The applicant/developer shall submit original wet signed and stamped grading certifications from the soils engineer and the grading engineer, along with compaction reports to the Public Works Department.
- 3.12 Grading operations for the site shall be conducted over the entire site to ensure that soil mixing and aeration to a depth of at least 4.0 feet below ground surface will occur.
- 3.13 The precise grading plan for the project shall be approved by the City of Loma Linda prior to issuance of any building permits.
- 3.14 The applicant/developer shall submit final grade certifications, by the grading engineer, to the Public Works Department prior to issuance of any Certificate of Occupancy.

Street Improvements

- 3.15 The applicant/developer shall install or bond for all off-site improvements prior to recording the final map.
- 3.16 The applicant/developer shall construct full street improvements (including, but not limited to curb and gutter, asphalt concrete pavement, aggregate base, sidewalk, one drive approach per lot, and street lights) on all interior streets to the standards of the City of Loma Linda. The Director of Public Works /City Engineer shall approve street widths.

- 3.17 Street light locations shall be approved by the City of Loma Linda. Streetlights shall be installed and energized prior to release for occupancy for any houses.
- 3.18 Any streets damaged as a result of new services shall be repaired as required by the Public Works Department prior to occupancy.
- 3.19 The applicant/developer shall provide adequate corner sight distance per Caltrans standards at intersection and submit verification of same to the Public Works Department as required in conjunction with plan checking of the street improvement plans.
- 3.20 The applicant/developer shall install street name signs and traffic control signs with locations and types approved by the Public Works Department prior to occupancy.
- 3.21 "Record Revisions" shall be made to all plans to reflect the changes to the improvements as constructed.
- 3.22 Slurry seal is required prior to final bond release or The applicant/developer shall make a cash payment in lieu of slurry seal, after all houses are constructed.
- 3.23 The applicant/developer shall submit a thorough evaluation of the structural road section, from a qualified soil engineer, to the Public Works Department. Include a recommended street structural section, designed for a service life of 20 years as outlined in Section 600 of the Caltrans Highway Design Manual. The minimum section is 3-1/2" A.C./6" C.A.B. for local streets and 4" A.C./6" C.A.B. for collector streets. The Public Works Department will provide the traffic index.
- 3.24 The applicant/developer shall design public improvements including sidewalk, drive approaches and handicap ramps in accordance with all requirements of the State of California Accessibility Standards, Title 24 California Administrative Code.
- 3.25 The applicant/developer shall work with staff to review the issue of accessibility to the garages of Unit 7, 8, 9 on the east side of the private drive entrance.

Dedication

- 3.26 The applicant/developer shall dedicate by Final Map or separate document an additional 10-foot Right-of-Way on San Mateo Drive and a 5-foot Right-of-Way on San Juan Drive.
- 3.27 Public utility easements shall be dedicated to cover all utilities either by map or separate document.
- 3.28 The applicant/developer shall stripe and install signs for bike lanes on roadways designated by the City for bike lanes.

- 3.29 The applicant/developer shall dedicate interior street rights-of-way and all necessary easements by Final Map or separate document.
- 3.30 All lettered lots including areas to be landscaped in front of project boundary walls or fences, along project street frontages and on major slopes shall be annexed to the City's Landscape Maintenance District in accordance with City policy. The Homeowners Association shall be responsible for maintenance of the areas within the tract.
- 3.31 Landscape Maintenance District annexation proceedings shall be completed prior to final map approval.
- 3.32 The applicant/developer shall provide dedication of Right-of-way, including off-site to transition traffic and drainage flows from proposed to existing, to the City.

Hydrology/Drainage

- 3.33 All lots shall drain to streets. All additional drainage due to development shall be mitigated on-site, no cross lot drainage will be allowed unless suitable easements are provided. A Water Quality Management Plan is required to address on-site drainage construction and operation.
- 3.34 The applicant/developer shall provide adequate City of Loma Linda Drainage Easements (minimum fifteen [15] feet wide) over the natural drainage courses and/or drainage facilities. The applicant/developer shall design easements to contain the 100-year frequency storm flow plus bulking and freeboard per approved City criteria.
- 3.35 The applicant/developer shall provide engineered plans for all drainage improvements, to the Public Works Department for approval prior to any construction activity.
- 3.36 A complete hydrology study and hydraulic calculations shall be submitted for review and approval by the Public Works Department.
- 3.37 All necessary precautions and preventive measures shall be in place in order to prevent material from being washed away by surface waters or blown by wind. These controls shall include at a minimum: Regular wetting of surface or other similar wind control method, installation of straw or fiber mats to prevent rain related erosion. Detention basin(s) or other appropriately sized barrier to surface flow must be installed at the discharge point(s) of drainage from the site. Any water collected from these controls shall be appropriately disposed of at a disposal site. These measures shall be added as general notes on the site plan and a statement

added that the operator is responsible for ensuring that these measures continue to be effective during the duration of the project construction.

- 3.38 Appropriate controls shall be installed to prevent all materials from being tracked off-site by vehicles or other means. These controls may include gravel exits or wash-down areas. Any materials tracked off-site must be removed as soon as possible, no later than the end of the operation day. This material shall be disposed of at an appropriate disposal site. These measures shall be added as general notes on the site plan and a statement added that the operator is responsible for ensuring that these measures continue to be effective during the duration of the project construction.

Utilities

- 3.39 Sewage system shall be provided by City of Loma Linda.
- 3.40 City of Loma Linda shall be the water purveyor. Project shall be served by a master meter with backflow protection system in place.
- 3.41 The applicant/developer shall provide all utility services to each lot, including sanitary sewers, water, electric power, cable, gas, and telephone. Each lot shall be separately metered. All utilities are to be underground.
- 3.42 The applicant/developer shall provide a non-potable water system to service landscaped areas along San Juan Drive in accordance to the Landscape Maintenance District requirements.
- 3.43 All fire hydrants and their distribution mains shall be made part of the Public System.
- 3.44 The developer/owner shall pay for the relocation of any power poles or other existing public utilities as necessary.
- 3.45 Water mains, fire hydrants, services and meters shall be sized and installed to City of Loma Linda standards and as shown on the approved utility plans for the development. These utilities shall be public and constructed within public right-of-way or public utility easements. Submit plans for review and approval.
- 3.46 Improvement plans shall include all connections and locations to the City mains for on-site irrigation, including all meter and backflow prevention devices.

Construction

- 3.47 Structural calculations signed by a State licensed Engineer are required for caisson support of the B and C Units built on the hillside slope as part of Building Division structural plan check.
- 3.48 The applicant/developer shall obtain a permit prior to any construction within the City's right-of-way.
- 3.49 Any abandoned wells on the property or similar structures shall be destroyed in a manner approved by the Public Works Department in accordance with the State of California Department of Health Services.
- 3.50 No commencement of public street work shall be permitted, except rough grading, until dedication for that street has been recorded.
- 3.51 All underground structures, except those desired to be retained, shall be broken in, backfilled, and inspected before covering.
- 3.52 The applicant/developer shall comply with the requirements of the National Pollution Discharge Elimination System (NPDES) permit program, prior to the issuance of grading permit. A notice of intent issued by the State is required.
- 3.53 During construction of the proposed improvements, equipment shall be properly maintained offsite, any leaks or spills shall be promptly contained and properly disposed.
- 3.54 The applicant/developer shall comply with the prevailing City standards and requirements at the time of construction.
- 3.55 The applicant/developer shall provide, to the maximum extent practicable, for the recycling and reuse of existing materials. Coordinate with the Public Works Department to obtain a list of recyclable/reusable materials and recycling vendors. Provide a report of materials recycled/reused; report to include type of materials and quantities of materials recycled/reused.
- 3.56 Prior to construction of the proposed improvements, the project proponent will provide a traffic control plan that will describe in detail safe detours around the project construction site and provide temporary traffic control (i.e. flag person) during demolition debris transport and other construction related truck hauling activities.

- 3.57 The site shall be treated with water a minimum of twice per day, or other soil-stabilizing agent (approved by SCAQMD and RWQCB) daily to reduce PM₁₀ emissions, in accordance with SCAQMD Rule 403.
- 3.58 San Mateo Drive, San Juan Drive, and other proposed on-site streets shall be swept according to a schedule established by the City to reduce PM₁₀ emissions associated with vehicle tracking of soil off-site. The site access haul road shall be watered a minimum of twice daily. Timing may vary depending upon time of year of construction.
- 3.59 Grading operations shall be suspended when wind speeds exceed 25 mph to minimize PM₁₀ emissions from the site during such episodes.
- 3.60 Vehicle speeds shall be restricted to less than 15 miles per hour on unpaved portions of the site.

4. CC & R'S

- 4.1 The applicant shall provide by CC&R's requiring owners to maintain the architecture and character of the buildings, and keep the properties in a neat, orderly, and well-maintained manner prior to issuance of building permits.
- 4.2 The applicant shall be required to set up a Homeowners' Association (HOA).
- 4.3 All HOA and Landscape Maintenance District (LMD) requirements and fees shall be disclosed to future homebuyers prior to transfer of property. Disclosure documents shall be provided to the Community Development and Public Works Departments prior to issuance of permits for any temporary sales office.
- 4.4 Prior to approval of the final map, all organizational documents for the project including any deed restrictions, covenants, conditions, and restrictions shall be submitted to and approved by the Community Development Department and City Attorney's office. Costs for such review shall be borne by the applicant/developer. A copy of the final documents shall be submitted to the Community Development Department after their recordation. CC&Rs shall include but not be limited to the following provisions:
 - A. Since the City is interested in protecting the public health and safety and ensuring the quality and maintenance of common areas under control of a Homeowners' Association, the City shall be included as a party to the CC&Rs for enforcement purposes of those CC&R provisions in which the City has interest, as reflected by the following B through M. However, the City shall not be obligated to enforce the CC&Rs.
 - B. The requirement that Homeowners' Association bylaws be established.

- C. Provisions for effective establishment, operation, management, use, repair and maintenance of all landscaped areas, walls and fences.
- D. Membership in any Homeowners' Association shall be inseparable from ownership in individual dwelling units.
- E. Architectural controls shall be provided and may include but not be limited to provisions regulating exterior finishes, roof materials, fences and walls, accessory structures such as patios, sunshades, trellises, gazebos, awnings, room additions, exterior mechanical equipment, television and radio antenna.
- F. Maintenance standards shall be provided for applicable items listed in Section C above in CC&Rs. Examples of maintenance standards are shown below:
 - (1) All common area landscaping and private lawn areas visible from any public Right-of-Way shall be properly maintained such that they are evenly cut, evenly edged, free of bare or brown spots, free of debris and free of weeds above the level of the lawn. All planted areas other than lawns shall be free of weeds, dead vegetation and debris. All trees and shrubs shall be trimmed so they do not impede pedestrian traffic along the walkways. All trees shall also be root pruned to eliminate exposed surface roots and damage to sidewalks, driveways and structures.
 - (2) Common areas shall be maintained in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to public health, safety or general welfare, or that such a condition of deterioration or disrepair cause harm or is materially detrimental to property values or improvements within the boundaries of the subdivision and Homeowners' Association, to surrounding property, or to property or improvements within the project.
- G. Residents shall not store or park any non-motorized vehicles, trailers regardless of length, or motorized vehicles that exceed 7 feet high, 7 feet wide or 20 feet long in any parking or driveway area except for purpose of loading, unloading, making deliveries or emergency repairs except that the Homeowners' Association may adopt rules and regulations to authorize exceptions.

- H. The Homeowners' Association is responsible for monitoring and enforcing any and all parking regulations as they apply to private property. Individual property owners shall park vehicles in garage spaces. Storage of personal items may occur in the garages only to the extent that vehicles may still be able to be parked within the required garage spaces.
- I. All utility services serving the site shall be installed and maintained underground as depicted on the site plan.
- J. The Homeowners' Association shall be required to file the names, addresses, and telephone numbers of at least one member of the Association Board and where applicable, a Manager of the project before January 1st of each year with the City of Loma Linda Community Development Department for the purpose of contacting the association in the case of emergency or in those cases where the City has an interest in CC&R violations.
- K. Perimeter project block walls to be constructed on private property shall be maintained and replaced, if necessary by a Homeowners' Association. This shall not preclude a Homeowners' Association from assessing charges to individual property owner for structural damage to the wall or fence.
- L. No amendment to alter, modify, terminate or change the Homeowners' Association's obligation to maintain the common areas and the project perimeter wall or other CC&R provisions in which the city has an interest, as noted above, or to alter, modify, terminate or change the City's right to enforce maintenance of the common areas and maintenance of the project perimeter wall, shall be effective without the prior written approval of the City of Loma Linda Community Development Department.

5. **FEES/PERMITS/BONDING**

- 5.1 Within forty-eight (48) hours of approval of the subject project, the applicant shall deliver to the Community Development Department, check or money order made payable to the **COUNTY OF SAN BERNARDINO** in the amount of \$35.00 (*thirty five dollars*) to enable the City to file the appropriate environmental documentation for the project. If within such forty-eight (48) hour period that applicant has not delivered to the Community Development Department the above-noted check, the statute of limitations for any interested party to challenge the environmental determination under the provisions of the California Environmental Quality Act could be significantly lengthened.

- 5.2 The applicant/developer shall pay appropriate fees for plan check, inspection, GIS map plan update, and microfilming and storage of maps and plans, and other required fees.
- 5.3 Development Impact fees shall be paid to the City of Loma Linda prior to the issuance of building permits.
- 5.4 Fire Station and Fire Equipment Development Impact Fees shall be assessed to the project at the rates established for Single-Family Residential development in the City's Resolution "Establishing A Schedule Of Development Impact Fees To Finance Capital Facilities Necessitated By New Development" legally in effect at the time of issuance of building permit. Pursuant to LLMC Chapter 3.28, plan check and inspection fees shall be collected at the rates established by City Manager's Executive Order.
- 5.5 The applicant/developer shall submit proof of payment from the City of San Bernardino for sewer capacity fees and Redlands Unified School District to the Community Development Department prior to the issuance of any building permits.
- 5.6 The applicant/developer shall bond all required road, drainage, grading, water, sewer, and landscaping improvements in accordance with City Development Code unless constructed and approved prior to recordation of Final Map. No commencement of public street work until the dedication for that street has been recorded. No releasing of a deposit posted for erosion control and monumentation shall be permitted prior to completion of all on-site construction.
- 5.7 All studies required within these conditions require a deposit to cover the cost of the review of the studies. Additional deposits may be required or a refund issued when the costs do not exceed the deposits.

Attachment F

**Development Agreement
(Council Bill No. Ordinance 2005-12)**

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LOMA LINDA APPROVING AND ADOPTING THE
DEVELOPMENT AGREEMENT BETWEEN ELIZABETH
ISKANDER AND THE CITY OF LOMA LINDA

WHEREAS, Government Code Sections 65864 through 68569.5 provide the statutory authority for development agreements between municipalities and persons owning real property interest in the City; and

WHEREAS, the City has received an application to consider a development agreement and proceedings have been taken in accordance with City's rules and regulations, including, without limitation, a public hearing on the application by the Planning Commission and by the City Council; and

WHEREAS, notice of the City Council's intention to consider adoption of a development agreement has been given as provided by law; and

WHEREAS, the City has completed the preparation of an Initial Study and Mitigated Negative Declaration ("MND") in accordance with the California Environmental Quality Act, Public Resources Code sections 21000 et seq. ("CEQA") and its implementing regulations contained in Title 14 of the California Code of Regulations, sections 15000 et seq. (the "CEQA Guidelines"), and has made the MND available to the public and to all interested agencies for review and comment, as required by CEQA; and

WHEREAS, the City has considered all comments and correspondence, if any, received in response to the MND, and the findings and conclusions made by the City pursuant to this Ordinance are based upon all of the oral and written evidence presented to it and taken as a whole.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMA LINDA DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS. The City Council finds that the provisions of the development agreement are consistent with the General Plan and the Zoning Ordinance of the City of Loma Linda.

SECTION 2. APPROVAL OF DEVELOPMENT AGREEMENT. The City Council hereby approves and adopts the "Development Agreement between Elizabeth Iskander and the City of Loma Linda" attached as Exhibit "A" and incorporated by reference. The City Manager and City Clerk of the City of Loma Linda are hereby authorized and directed to execute and attest, respectively, the Agreement on behalf of the City of Loma Linda.

SECTION 3. CEQA. The City hereby finds and ordains that:

A. The MND reflects the independent judgment of the City.

B. There is no evidence that the approval and implementation of the Development Agreement, together with the mitigation measures incorporated pursuant to the MND, will have the potential to cause an adverse effect on wildlife resources or the habitat on which such wildlife depends, and the City finds, on the basis of the substantial evidence in the record, that the presumption of adverse effect set forth in 14 Cal. Code of Regs. § 753.5(d) does not apply.

C. There is no substantial evidence in light of the whole record that the approval and implementation of the Development Agreement, with the mitigation measures incorporated therein, would have a significant effect on the environment.

D. The City hereby approves and adopts the MND and directs staff to:

(1) Prepare and file a Certificate of Fee Exemption with the California Department of Fish and Game pursuant to 14 California Code of Regulations section 753.5; and

(2) Prepare and file a Notice of Determination with the Clerk of the County of San Bernardino and the Office of Planning and Research pursuant to 14 California Code of Regulations section 15075; and

(3) Keep a copy of the MND and all documents referenced therein at the City offices and available for public review.

SECTION 4. RECORDATION. The City Clerk is directed to transmit the development agreement to the County Recorder for recordation no later than ten (10) days after the adoption of this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 6. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Loma Linda and to cause publication once in The Sun, the official newspaper of the City of Loma Linda, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on _____, 2005, and adopted as an ordinance of the City of Loma Linda at a regular meeting of the City Council held on _____, 2005 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Floyd Petersen, Mayor

ATTEST:

Pamela Byrnes-O'Camb, City Clerk

RECORDING REQUEST BY, AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

EXEMPT FROM FILING FEES. CAL. GOV'T CODE § 6103

(Space above this line for Recorder's use)

DEVELOPMENT AGREEMENT

BETWEEN

ELIZABETH ISKANDER

AND

THE CITY OF LOMA LINDA

*(Pursuant to California Government Code Sections 65864 – 65869.5
and City of Loma Linda Ordinance No. ____)*

_____, 2005

Tentative Tract No. 17209

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DEVELOPMENT AGREEMENT NO.

This Development Agreement (hereinafter "**Agreement**") is entered into effective as of the date approved by the City of Loma (hereinafter the "**Effective Date**") by the **CITY OF LOMA LINDA** (hereinafter "**City**"), and **ELIZABETH ISKANDER**, a married woman (hereinafter "**Owner**");

RECITALS

WHEREAS, Owner owns property located in the west central part of the City consisting of the property generally located _____ of the intersection of San Juan Drive and San Mateo Drive, in the City of Loma Linda, also referred to as Lots 119, 120, 121, 124 and 125 of Tract No. 1808 (Ladera), which property as combined (the "**Property**") consists of approximately 1.46 acres. The Property is described on **Exhibit "A"** attached and made a part of this Agreement by this reference; and

WHEREAS, Owner proposes to redevelop (or to cause to be redeveloped) the Property as a single family residential subdivision consisting of approximately thirteen (13) two-story townhouses (the "**Project**"); and

WHEREAS, the Project has received approval for a mitigated negative declaration, general plan amendment (GP No. 04-04), zone change (ZC No. 04-04), precise plan of design (PPD No. 04-09) and tentative tract map as well as a conditional use permit, Owner has applied to City for a subdivision map and this Agreement (the "**Entitlements**"); and

WHEREAS, City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq., of the Government Code; and

WHEREAS, Owner has requested City to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of City; and

WHEREAS, by electing to enter into this Agreement, City shall bind future City Councils of City by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of City; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by City staff, the Planning Commission and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of City and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all actions taken and approvals given by City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the property subject to this Agreement, ensure progressive installation of necessary public and private improvements, provide for public services appropriate to the development of Owner's development project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and

WHEREAS, on _____, 2005, the Planning Commission of the City of Loma Linda (the "Planning Commission"), after giving notice pursuant to Government Code Sections 65854, 65854.5 and 65856, held a public hearing on Owner's application for this Agreement. On _____, 2005, the City Council of the City of Loma Linda (the "City Council"), after providing public notice as required by law, similarly held a public hearing to consider Owner's application for this Agreement; and

WHEREAS, the Planning Commission and the City Council have found that this Agreement and the Project contemplated hereby are consistent with the General Plan, the approved tentative map, related project approvals and all other applicable plans, rules, regulations and official policies of City; and

WHEREAS, in accordance with the requirements of CEQA (Public Resources Code Sections 21000 et seq., appropriate studies, analyses, reports or documents were prepared and considered by the Planning Commission and the City Council. After the Planning Commission and the City Council made appropriate findings, the City Council certified, by Minute Order No. LL-2005-____ adopted on _____, 2005, a Mitigated Negative Declaration (the "Environmental Clearance") for the Project in compliance with CEQA; and

WHEREAS, on _____, 2005, the City Council adopted Ordinance No. _____ (the "Ordinance") approving this Agreement with Owner.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agency" means the Loma Linda Redevelopment Agency and the City as its successor in interest.

1.1.2 "Agreement" means this Development Agreement.

1.1.3 "City" means the City of Loma Linda, a political subdivision of the State of California.

1.1.4 "City Council" means the City Council of the City of Loma Linda.

1.1.5 "Development" means the improvement of the Property for the purposes of

completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by City in connection with development of the Property including, but not limited to:

- (a) General plan;
- (b) Tentative and final subdivision and parcel maps;
- (c) Conditional use permits, variances, site plot plans;
- (d) Zoning amendments;
- (e) Grading and building permits;
- (f) Street and utility improvement permits.

1.1.7 "Development Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Development Exaction" or "Exaction" shall not include City administrative, permit processing or other City-wide imposed development fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.1.8 "Development Plan" means the Development Approvals and the Land Use Regulations applicable to development of the Property, including but not limited to the Environmental Clearance and Tentative Tract Map No. 17209.

1.1.9 "Effective Date" means the date this Agreement is approved by the City.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.1.12 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City governing the development and use of land, including,

without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) The conduct of businesses, professions, and occupations;
- (b) Taxes and assessments;
- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) The exercise of the power of eminent domain.

1.1.13 "Owner" means the persons and entities listed as Owner on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.14 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.15 "Project" means the development of the Property contemplated by the Development Plan as defined herein as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.16 "Property" means the real property described on **Exhibit "A"** to this Agreement and made a part herein by this reference.

1.1.17 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.18 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of this Agreement, including without limitation the Covenants.

2.2 Ownership of Property. Owner represents and covenants that it is the Owner of the fee simple title to the Property.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of seven (7) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. Owner shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement as applied to the Property in whole or in part and be made in compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property;

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, Owner shall notify City, in writing, of such sale, transfer or assignment and shall provide City with an executed agreement, in a form reasonably acceptable to City, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of Owner under this Agreement which apply to the Property in whole or in part being sold, transferred or assigned (including without limitation the Covenants).

2.4.2 Termination of Agreement With Respect to Individual Lots upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and shall no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of all of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A Certificate of Occupancy has been issued for a building on the lot.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Completion of a referendum proceeding or entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by City or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property prior to the Entitlements approved in connection with this Agreement. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below, or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to City:

City of Loma Linda
Attn: City Clerk
25541 Barton Road
Loma Linda, CA 92354
Facsimile: (909) 799-2890

With copies to:

Stradling Yocca Carlson & Rauth
Attention: Mark J. Huebsch, Esq.
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Facsimile: (949) 725-4100

and

Director of the Community Development Department
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354
Facsimile: (909) 799-2890

If to Owner:

Elizabeth Iskander
2907 Chevy Chase Drive
Glendale, CA 91208
Telephone: (818) 242-6448
E-mail: eliziskander@yahoo.com

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Right to Develop. Subject to the terms of this Agreement including the Reservations of Authority, Owner shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The City shall issue all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan and consistent with the Entitlements. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation of dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulations not in conflict with the Development Plan.

3.3 Timing of Development. The parties acknowledge that Owner cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Owner shall have the right to develop the Property in such order and at such rate and at such time as Owner deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.4 Changes and Amendments. The parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event Owner finds that a change in the Existing Development Approvals is necessary or appropriate,

Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or
- (b) Increase the density or intensity of use of the Property as a whole; or
- (c) Increase the maximum height and size of permitted buildings; or
- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or
- (e) Constitute a project requiring a subsequent or environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.5 Fiber Optic Network Installation. If, and to the extent, Owner constructs and/or installs a fiber optic network ("**the Network**") throughout all or a portion of the Project, Owner shall be subject to the following terms and conditions:

(a) The Network shall be installed exclusively in easements dedicated to the City and/or dedicated for public utility compatible uses and purposes. To the extent that Owner installs the Network, or any portion thereof, in locations which have not been dedicated to the City and/or dedicated for public utility compatible uses and purposes, it shall provide a dedicated easement to the City coterminous with the location of the Network.

(b) The property in which the Network, or any portion thereof, is located shall be deemed "public rights-of-way" within the meaning of Section 621 of the Cable Communications Policy Act of 1984, as amended.

(c) Owner shall join Underground Alert and provide proper notification pursuant thereto in the event of any excavation relating to the Network.

(d) Owner shall install, at its sole expense, a separate conduit of no less than three (3) inches in diameter in all locations where the Network is located which separate conduit shall be dedicated to the City for its exclusive use (the "**City Conduit**"). Owner shall, in addition, install and dedicate sufficient connection points, manholes, potholes, and other appurtenances as designated by the City in writing to allow the City to reasonably access and utilize the City Conduit.

(e) Owner shall install and dedicate to the City, at its sole cost, twelve (12) strands of unactivated dark fiber throughout the entirety of the Network for remote water meter reading purposes and other municipal purposes (the "**City Fiber**"). The City Fiber shall be connected to all residential units and business establishments located within the Project and shall be accessible to the City from a central location to be designated by the City in writing.

(f) In the event that the Owner, or any successor or assignee thereof, intends to provide or does provide any form of video services on the Network, it shall apply for and obtain, prior to the provision of such video services a cable television franchise from the City and shall be bound by the City's cable television ordinance in effect at said time. Owner agrees not to provide, or allow to be provided, any form of video services on the Network prior to obtaining a cable television franchise from the City.

(g) In the event that Owner, or any successor or assignee thereof, intends to provide or does provide any services which are not video services on the Network, it shall comply with the City's telecommunications ordinance in effect at said time. Owner, its successors and assigns, agrees to be bound by any current or future telecommunications ordinance and agrees not to provide, or allow to be provided, any form of non-video services upon the Network without complying with the telecommunications ordinance, and the provisions thereof, including but not limited to, the payment of a franchise fee or license fee to the extent required by the telecommunications ordinance.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

(a) Processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted and amended by the City of Loma Linda.

(d) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide Owner with the rights and assurances provided under this Agreement.

(e) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the Development of the Property.

3.6.2 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal

laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.7 Referenda and Moratorium. It is the express intent of City and Owner that as of the date of this Agreement, this Agreement is a legally binding contract which shall, to the extent permitted by law, prevail over the provisions of any subsequently enacted moratorium, statute, ordinance, limitation or other measure, whether or not enacted by City, or by voter initiative or referendum, and whether or not such initiative, moratorium, referendum, statute, ordinance, limitation or other measure relates, in whole or in part, to the rate, timing, sequencing or phasing of the development or construction of all or part of the Project or the Development Plan or affects Development Approvals which are issued by City.

In the event any initiative, moratorium, referendum, statute, ordinance, limitation or other measure is enacted subsequent to the Effective Date that would otherwise modify the development rights vested pursuant to this Agreement, Owner reserves the right to challenge any such enactment in a court of law should it become necessary to protect the development rights vested in Owner pursuant to the terms and conditions of this Agreement. Should any initiative or referendum be enacted which would preclude or make not feasible construction of all or any part of the Project, and should such enactment be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Agreement, Owner shall have no recourse against City for any damage Owner might sustain as a result thereof so long as the City did not participate in nor support any such initiative or referendum, except City shall provide for and timely implement an equitable program to reimburse Owner for unused fees and for an equitable reimbursement for Public Improvements or fees theretofore made but not required by the extent of development as of the date of the enactment.

3.8 Exactions. All further applications for Development Approvals contemplated by this Agreement, or made in connection with the development, construction, use or operation of the Project hereunder, shall be processed in accordance with the Existing Rules and the standards, terms and conditions of this Agreement, except that (a) City shall not impose thereunder any further Exactions other than those called for under the Existing Approvals and/or as permitted under the provisions of this Agreement, and (b) such applications and Development Approvals thereunder shall not result in the imposition upon Owner of any additional requirements, other than those already imposed pursuant to the Development Approvals, or otherwise permitted under the provisions of this Agreement.

3.9 Tentative Subdivision Map Extension. Tentative subdivision map(s), heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time for up to the seven (7) year term of this Agreement.

3.10 City Fees.

3.10.1 Payment of Fees. Owner shall pay all City administrative, permit processing and other city-wide imposed development fees in accordance with the master City Fees Schedule in effect at the time fees are paid.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on Owner which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance that private benefit conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Agreement Fee. Owner agrees to pay to City in connection with each residential dwelling built within the Project the corresponding amounts as set forth in Exhibit "C", including escalation, as a Development Agreement Fee; Exhibit "C" is attached and made a part of this Agreement by this reference ("Development Agreement Fee Schedule"). The Development Agreement Fee shall be paid, on a per-unit basis as shown at Exhibit "C", within two (2) business days after final building inspection or if certificate(s) of occupancy are issued, then concurrent with issuance of such certificate(s).

4.3 Street Names. All streets and public facilities located in the Development shall require approval by the City Department of Community Development.

5. REVIEW FOR COMPLIANCE.

5.1 Periodic Review. The Director of the Community Development Department shall review this Agreement on or before the first anniversary of the Effective Date, in order to ascertain the good faith compliance by Owner with the terms of the Agreement. Owner shall submit a Monitoring Report, in a form acceptable to the Director of the Community Development Department, within thirty (30) days after written notice from the Director of the Community Development Department.

5.2 Procedure.

(a) During either a periodic review or a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.

(b) Upon completion of a periodic review, the Director of the Community Development Department shall submit a report to the City Council setting forth the evidence concerning good faith compliance by Owner with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the City Council finds on the basis of substantial evidence that Owner has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the City Council makes a preliminary finding that Owner has not complied in good faith with the terms and conditions of this Agreement, the City Council may modify or terminate this Agreement as provided in Section 5.3 and Section 5.4. Notice of default as provided under Section 6.3(b) of this Agreement shall be given to Owner prior to or concurrent with, proceedings under Section 5.3 and Section 5.4 or Section 6.5.

5.3 Proceedings upon Modifications or Termination. If, upon a finding under Section 6.2, City determines to proceed with modification or termination of this Agreement, City shall give written notice to Owner of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing; and
- (b) A statement as to whether or not City proposes to terminate or to modify the Agreement; and
- (c) Such other information as is reasonably necessary to inform Owner of the nature of the proceeding.

5.4 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, Owner shall be given an opportunity to be heard. Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

5.5 Certificate of Agreement Compliance. If, at the conclusion of a Periodic Review, Owner is found to be in compliance with this Agreement, City shall, upon request by Owner, issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent Periodic Review and based upon the information known or made to the Director of the Community Development Department and the City Council that (1) this Agreement remains in effect and (2) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance. Owner may record the Certificate with the County Recorder.

6. DEFAULT AND REMEDIES.

6.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any party to it notwithstanding a change in the applicable general or specific plan, zoning, subdivision, or building regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Development Plan.

6.2 Events of Default. A party to this Agreement is in default under this Agreement upon the happening of one or more of the following events or conditions:

- (a) If a warranty, representation or statement made or furnished by Owner to City or City to Owner is false or proves to have been false in any material respect when it was made;
- (b) A finding and determination by City or Owner that upon the basis of substantial evidence the City or Owner has not complied in good faith with one or more of the terms or conditions of this Agreement.

6.3 Procedure upon Default.

(a) Upon the occurrence of an event of default, the non-defaulting party may terminate or modify this Agreement in accordance with the procedures set forth in Subsection 6.3(b) below.

(b) The party claiming default shall provide written notice to the other party specifying the event of default and the steps the other party must take to cure the default. If, within thirty (30) days after the effective date of such notice, the other party does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then the other party shall be deemed to be in default under the terms of this Agreement.

(c) All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing development agreements are available to the parties to pursue in the event there is a breach.

6.4 Owner's Default. In the event of any default by Owner, in addition to any other remedies which may be available to City, whether legal or equitable, City shall be entitled to retain any fees, grants, dedications or improvements to public property which it may have received prior to Owner's default without recourse from Owner or its successors or assigns.

6.5 Indemnity. Owner shall indemnify and hold City, its officers, agents and employees and independent contractors free and harmless from any claims or liability based or asserted upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (Owner's employees included) or any other element or damage of any kind or nature, relating to or in any way connected with or arising from the activities provided in this Agreement. Owner shall defend, at its expense, including payment of attorneys' fees, City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. City may in its discretion participate in the defense of any such legal action.

6.6 Environmental Indemnity. Owner shall defend, indemnify and hold City, its officers, agents, employees, and independent contractors free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42

U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Owner acquired the Property pursuant to an agreement entered into with Dwight T. Randall, Jr. and Paul Omar Campbell, co-trustees of the Randall-Campbell Family Trust (the "**Acquisition Agreement**"). To the extent that Owner is or may be entitled to defense or indemnification from one or more of the Prior Owners in connection with the presence of any such Hazardous Substances on the Property as provided in one or more of the Acquisition Agreement, Owner shall assert any such defenses or indemnification rights on behalf of City, its officers, agents, employees, and independent contractors, or assign such rights to City, at City's option. However, Owner's obligation to defend, indemnify and hold harmless City and its officers, employees, agents or independent contractors from any claims or liability in connection with or arising from the presence of any Hazardous Substance on the Property or any portion thereof shall not be in any way limited or eliminated by the terms of the Acquisition Agreement, and Owner's obligation hereunder shall survive the termination of this Development Agreement, no matter how caused. Notwithstanding anything herein to the contrary, Owner shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by Owner to have been first brought onto the Property subsequent to the sale by the Owner of the Property, or the affected portions thereof.

7. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Owner with representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City or any default by Owner in the performance of Owner's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have any obligation or duty under this Agreement to perform any of Owner's obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code.

8.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

8.3 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions of Development of the Property set forth in Section 3 and the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and City and Owner would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

8.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

8.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

8.6 Singular and Plural. As used herein, the singular of any word includes the plural.

8.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

8.8 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

8.9 No Third Party Beneficiaries Other Than Agency. The Agency shall be a third party beneficiary of this Agreement. Excepting for the Agency, there shall be no third party beneficiaries of this Agreement. No person other than the parties and the Agency shall have any right of action based upon any provision of this Agreement.

8.10 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the terms of this Agreement shall not be extended under any circumstances for more than two (2) years as a result of any such force majeure event.

8.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed by such benefited party.

8.12 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

8.13 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

8.14 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

8.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an

independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the Owner of such property.

8.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

8.17 Authority to Execute. The person(s) executing this Agreement on behalf of Owner warrants and represents that he, she or they has/have the authority to execute this Agreement on behalf of his, her or their corporation, partnership or business entity and warrants and represents that he, she or they has/have the authority to bind Owner to the performance of its obligations hereunder.

8.18 Cooperation. City agrees that it shall accept for processing and promptly take action on all applications, provided they are in a proper form and acceptable for required processing, for discretionary permits, tract or parcel maps, or other land use entitlements for development of the Project in accordance with the provisions of this Agreement. City shall cooperate with Owner in providing expeditious review of any such applications, permits or land use entitlements and, upon request and payment of any costs and/or extra fees associated therewith by Owner, City shall assign such review to Project planner(s), building inspector(s), other staff personnel and/or contract planning or engineering consultants as required to insure the expeditious review, processing and completion of the Project.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date as described above.

"CITY"

THE CITY OF LOMA LINDA, a municipal
corporation of the State of California

By: _____
Karen Gaio Hansberger, Mayor

ATTEST:

Pamela Byrnes-O'Camb, City Clerk

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth
By: Mark J. Huebsch, Esq.

"OWNER"

ELIZABETH ISKANDER a married woman

By: Elizabeth R. Iskander
Elizabeth Iskander

*ALL SIGNATURES ARE TO BE ACKNOWLEDGED
BEFORE A NOTARY PUBLIC*

STATE OF CALIFORNIA

COUNTY OF

Los Angeles

)
) ss.
)

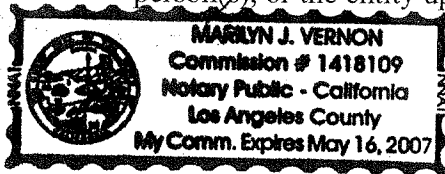
On January 13, 2005, before me, MARILYN J. VERNON, Notary Public,
(Print Name of Notary Public)

personally appeared Elizabeth Randall Iskender

☐ personally known to me

-or-

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature Of Notary

Marilyn J. Vernon

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

STATE OF CALIFORNIA

)

) ss.

COUNTY OF _____

)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

☐ personally known to me

-or-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

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☐ Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Lots 119, 120, 121, 124 and 125 of Tract No. 1808, LADERA, as per map recorded in Book 26 of Maps, at Page 42, in the office of the County Recorder of the County of San Bernardino

Assessor's Parcel Nos.: 0284-071-16, 17, 18, 19, 21, 22 + 23.

EXHIBIT "B"

LAND USE MAP

EXHIBIT "C"

DEVELOPMENT AGREEMENT FEE SCHEDULE¹

A. Amount Payable in lieu of creation of affordable
units (\$3,442 per unit).\$44,746^{1, 2}

¹ All amounts set forth shall increase three percent (3%) as of the first anniversary of the Effective Date and each anniversary thereafter.

² Amounts shown are based upon a 13-unit development with a maximum of four (4) bedrooms per housing unit. If the number of units is modified, or if the number of bedrooms is modified, higher per unit fees may apply based upon a schedule maintained by the City on file with the City Clerk.

Attachment G

**May 4, 2005
Planning Commission Staff Report**

Staff Report

City of Loma Linda

From the Department of Community Development

PLANNING COMMISSION MEETING OF MAY 4, 2005

TO: PLANNING COMMISSION

FROM: DEBORAH WOLDRUFF, AICP, DIRECTOR

SUBJECT: GENERAL PLAN AMENDMENT (GPA) NO. 04-04, ZONE CHANGE (ZC) NO. 04-04, TENTATIVE TRACT MAP (TTM) NO 17209, PRECISE PLAN OF DESIGN (PPD) NO. 04-09 AND DEVELOPMENT AGREEMENT (PALM VIEW TERRACES)

SUMMARY

Due to time constraints at the last Planning Commission meeting, this item was continued to the May 4, 2005 meeting. The April 6th Planning Commission staff report with all of the attachments has been previously distributed.

Respectfully submitted,

Raul Colunga
Assistant Planner

ATTACHMENTS

A. April 6, 2005 Planning Commission Staff Report and backup documentation (previously distributed).

I:\Project Files\PPD's\PPD 04-09 Iskander\05-04 PC Staff Report.doc

Staff Report

City of Loma Linda

From the Department of Community Development

PLANNING COMMISSION MEETING OF APRIL 6 , 2005

TO: PLANNING COMMISSION

FROM: DEBORAH WOLDRUFF, AICP, DIRECTOR

SUBJECT: GENERAL PLAN AMENDMENT (GPA) NO. 04-04, ZONE CHANGE (ZC) NO. 04-04, TENTATIVE TRACT MAP (TTM) NO 17209, PRECISE PLAN OF DESIGN (PPD) NO. 04-09 AND DEVELOPMENT AGREEMENT (PALM VIEW TERRACES)

SUMMARY

The project proposes to change the General Plan Land Use Plan and Zoning Maps from Medium Density (5-10 du/ac) and Duplex (R2) to Medium Density (5.1-9 du/ac) and Planned Community to accommodate a 13-unit townhouse project on San Juan Drive west of the Loma Linda University Medical Center (see Attachment A, Site Location Map). The project includes a subdivision proposal, a Precise Plan of Design for the site layout and design and architecture, and a demolition request for three existing structures.

RECOMMENDATION

The recommendation is that the Planning Commission recommends to the City Council the following actions:

1. Adopt the Mitigated Negative Declaration (Attachment B);
2. Approve and adopt General Plan Amendment No. 04-04 and Zone Change No. 04-04 (Attachment C, Planned Community Document) based on the Findings;
3. Approve Tentative Tract Map No. 17209 and Precise Plan of Design No. 04-09 based on the Findings, and subject to the Conditions of Approval (Attachment D); and,
4. Approve the Development Agreement (Attachment E)

PERTINENT DATA

Owner Applicant: Elizabeth Iskander

General Plan: Medium Density 5-10 dwelling units per acre

Zoning: Duplex (R2)

Site:	The 1.46 acre project site is north of Barton Road, between San Juan and San Mateo Drives
Topography:	A combination of sloped and flat areas
Vegetation:	Existing landscaping, mature trees, and natural grasses
Special Features:	Three residences, a garage, and older accessory buildings

BACKGROUND AND EXISTING SETTING

Existing Setting

The project site is located on the west side of town in a neighborhood dating back to the 1920's. The neighborhood is known for its older, smaller homes on small lots and unique geographic features, which include slopes and hillsides. The subject property contains approximately 1.46 acres of land and is located at the south end of San Juan and San Mateo Drive, and north of Barton Road. Surrounding land uses include single and multi family uses in the immediate vicinity, and institutional uses located nearby on Campus Street.

Background

The project includes the request to demolish 11274, 11276, 11278, and 11288 San Juan Drive. Two of the structures (11278 and 11288 #C San Juan Drive) are profiled in the 1988 Windshield Survey and Preliminary Architectural/Historical Inventory prepared by Roger Hatheway. The project was presented to the Historic Commission at their meeting on February 7, 2005. The Commission voted to continue the item and advised the applicant to obtain a Historical Resources Evaluation and subcommittee of Commissioners was formed to tour the site.

The site tour was conducted on February 15, 2005 and those who attended felt that too many changes to the structures had occurred over the years and that there was really nothing left to preserve. The subcommittee recommended that no further evaluation of the site be required. On March 7, 2005, the Historical Commission voted to approve the Certificate of Appropriateness for the project and specifically, for the demolition.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) STATUS

On March 17, 2005, staff prepared the Initial Study pursuant to the CEQA Guidelines and issued a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration. The mandatory 20-day public review began on March 18, 2005 and ends on April 6, 2005. No comments on the environmental documents have been received to date. The Initial Study evaluates the potential impacts of the project and identifies appropriate mitigation measures. All of the potential impacts that were identified in the Initial Study can be mitigated to below a level of significance and the mitigation measures are included as project Conditions of Approval. Therefore, the project can be approved with a Mitigated Negative Declaration in accordance with the requirements of CEQA.

ANALYSIS

Project Description

The General Plan and Zoning Map amendments are to accommodate a residential project that includes the subdivision of 13 residential lots and a common area lot on approximately 1.46 acres. The subdivision map includes a condominium overlay. The average residential lot size is 1,600 square feet and the project density is approximately 8.9 units per acre. As indicated, the site design includes a common area and clubhouse, which creates a main focal point for the development. The PPD includes a request for approval of the site layout and design, architecture of the residential units, and demolition of the three existing structures. The project is located in the Redevelopment Project Area and the Development Agreement is required to address the Agency's affordable housing requirements.

The project site has access from both San Juan and San Mateo Drives. The existing row of Canary Palms that line the existing private drive will be maintained and incorporated into the project design.

General Plan and Zoning Map Amendments

As stated, the project includes a request to amend the General Plan and Zoning Maps from Medium Density 5-10 dwelling units per acre and R2 Duplex designation to Medium Density 5.1-9 dwelling units per acre and Planned Community (PC) designation, respectively. A PC document (Attachment H) has been provided, which outlines the goals, objectives, policies, and development standards for the site as required by the Loma Linda Municipal Code (LLMC) Chapter 17.70. The project is consistent with General Plan Goal No. 6 in that "it will provide adequate housing in diverse types and styles in a variety of locations for all economic segments of the community". The project is also consistent with Policy No. 5.b., which calls for planned residential developments where dwelling units – individually owned, leased, or rented – are "clustered in various styles and arrangements that have large open areas held and used in common by all occupants of the project".

Precise Plan Of Design (PPD)

The Planning Commission encourages residential development projects to include certain neighborhood characteristics as follows:

- A variety of architectural styles to ensure that the tract will blend in with the existing housing. Housing styles and sizes should be varied to provide for the needs of future residents.
- Tree-lined streets should be designed to make them more conducive to walking, fitness, and quality of life.
- Walkways should be designed to encourage neighbors to get to know each other.
- Place trees and landscaping in areas where they would have the most impact on energy conservation.

In addition to the neighborhood characteristics mentioned above, the Planning Commission has also encouraged development to incorporate the following design criteria:

- All corner lots should be side loaded lots, where the front door is not facing the same frontage as the driveway;
- Incorporate energy conservation and heat reduction measures such as color and material of the roofs, house orientation and landscaping;
- Provide a housing product that would include quality design and four-sided architecture. This means continuing the proposed styles to all four sides of the structure which is typical for custom homes;
- Using traditional materials for different types of architecture in order to simulate the overall variety of true traditional styles proposed;
- Garages placed behind the living areas of the house or the porch/courtyard;
- Garage locations should conform to the placement of garages from the time period associated with the historic architectural styles of Mission Road when garages were relegated to the rear of the yard and did not usually face the street;
- Porches on the front elevation are encouraged;
- Provide a variety of massing of the homes;
- Provide a pedestrian walkway out to the sidewalk from the entry;
- Provide mature trees within the tract; and,
- Provide a pedestrian walkway to the side yard where the refuse containers are stored.

Housing Designs

The following four floor plans have been provided:

Unit	Number of units	Size (square feet)	Bedrooms	Garage size (# of cars)
A	7	1,938	3	3
B	2	1,867	2	2
C	2	1,948	2	2
D	2	3,014	4	3

The units range from two to four bedrooms (Attachment G). A rooftop terrace feature characterizes Unit A, the height of which is within the maximum 35-foot limit. All garages are located on the ground level and the design of Unit A features the garage at the front of the house with the main entrance located at the rear, overlooking the common area. Entry to the front door is gained by ascending the stairs to the front terrace. The A units will have stone veneer on the rear elevation of the lower level facing the common area.

Entryways into the B and C units are next to the garage. Both units have been engineered to accommodate the hillside slopes on the west side of the main drive. Condition of Approval No. 3.46 requires that a Licensed Structural Engineer sign the structural calculations for the support caissons at time of Building Department Plan Check.

The D units are the largest (3,014 square feet) and located off of San Mateo Drive on Lots 1 and 2. The garages are at the lower level and entry to the front door is up a flight of stairs. Due to the difference in grade between San Juan and San Mateo Drives, the two units are physically separated from the other 11 units of the project. It is not possible to provide a vehicular drive or pedestrian walkway up the hillside that would meet Americans With Disabilities Act (ADA) requirements.

A six-foot garden wall, proposed at the top of slope above Barton Road, will provide noise mitigation (as required by the noise study that was prepared by Gordon Bricken and Associates). In addition, the applicant has opted to pursue enhanced building materials on the D units in order to comply with the interior and exterior noise standards of the City.

Landscape Design

Species included on the landscape plans include canary palms, queen palms, Guadalupe palms, jacaranda, pepper trees, camphor trees and coral trees. This will ensure a colorful pallet for the landscaping within the Palm View Terraces Project (see Attachment G, page 2).

The focal point of the project is the common open space located in front of the seven A Units. The common open space has been designed to take advantage of the existing terraced slope and the proposed landscaping includes lush plant materials and incorporates stamped concrete walkways. Access will be via the stairs from the center of the project down to the clubhouse, which is 966 square feet and includes a proposed swimming pool and spa (Attachment H). Additional access to this area will be from the gated pedestrian entry along San Juan Drive. The clubhouse will have a multipurpose room and kitchen facility.

Common areas, street frontages, and areas outside the building footprint will be landscaped by the developer and maintained by the Homeowner's Association (HOA) with an underlying Landscape Maintenance District (LMD). The common area does not meet the required park space ratio of 5.0 acres per 1000 people and for this reason, the applicant will be required to pay a proportional amount of the Park Development Impact fee.

Site Design and Architecture

Recommended Modifications

- If the Planning Commission considers modifications to the color palette, the applicant shall work with staff to revise the color material board. Condition No. 1.17 has been provided to add this modification.
- If Planning Commission considers more windows on the exterior sides to address the concerns of blank exterior spaces, the applicant shall work with staff to provide such modification. Condition No. 1.20 has been provided to add this modification.

- If the Planning Commission considers garages doors more consistent with the architectural style, the applicant shall work with staff to provide such modification as outlined in Condition No. 1.21. The top panel on the garage door is required to include windows.
- The applicant shall incorporate the latest construction techniques to mitigate noise impacts to the D units in order to meet interior and exterior City noise standards. Condition No. 1.22 has been provided to add this modification.

Homeowner's Association

The applicant is required to establish a Homeowners Association (HOA) and prepare Covenants, Conditions and Restrictions (CC&R's) for City approval and recordation. The HOA will maintain the private driveway off of San Juan Street, the recreational amenities, and all common areas.

Development Agreement

The proposed project is located in the Redevelopment Agency Project Area and as such, affordable housing is required. The developer has the option to provide fifteen (15%) percent of the units as affordable or to pay an in-lieu fee to assist in the production of future affordable housing units throughout the City. Since the project is fairly small, the applicant has chosen the option to pay the in-lieu fee (see Attachment E). Staff has received a letter of comment from a resident regarding payment of the in lieu fee (Attachment I)

Loma Linda Connected Communities Program (LLCCP)

A Condition of Approval includes the requirement that the proposed project be pre-wired for coaxial, cable, and fiber optic installation in each unit as per the LLCCP policy. The LLCCP ensures that new residences are equipped with links to meet the latest communications/technological advances. Units that are pre-wired in this manner are commonly referred to as "smart homes". The added technology has many advantages including increased marketability of the units.

FINDINGS

General Plan Text and Map Amendment Findings

An amendment to the General Plan may be adopted only if all of the following findings are made:

1. *The proposed amendment is internally consistent with the General Plan;*

The General Plan Land Use designation of Medium Density remains the same. The change involves a reduction in the allowable density from 5-10 dwelling units per acre to 5.1-9 dwelling units per acre. The reduced density designation is included in the draft General Plan. The property is located in a neighborhood that has a mix of single-family and multi-family residential uses. The intent of the designation is to

allow for a well-designed residential use that compliments the existing residential neighborhood west of the Loma Linda University Medical Center campus.

As previously stated, the project is consistent with the existing General Plan, specifically Goal 6., and Policy 5.b., and also with the draft General Plan Mixed-Use designation, Area G.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City;*

The proposed amendment and associated development project would not be detrimental to the public in that the proposed residential community would be compatible with the existing single and multi-family residential communities to the west and the north of the project site. The General Plan amendment and the residential subdivision would provide housing opportunities in a unique residential development that would improve the existing condition of the site. As such, neither the amendment nor associated development would be detrimental to the public interest, health, safety, convenience, or welfare of the City.

3. *The proposed amendment would maintain the appropriate balance of land uses within the City; and,*

Due to the size and nature of the project, the balance of land uses in the City will not be adversely affected by the proposed amendment.

4. *In the case of an amendment to the General Plan Land Use Map, the subject parcel(s) is physically suitable (including, but limited to, access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development.*

The amendment site will have access from San Juan and San Mateo Drives. The adjacent properties in the area are a combination of single-family and multi-family residential uses. All public utilities are available to the site and can be provided for future site occupants. The proposed residential use is compatible with the neighborhood.

Zone Change Findings

Per State Law, changes to the zoning ordinance and map are considered legislative acts and do not require findings; however, this does require the zoning be consistent with the General Plan. The proposed PC zoning district for residential development is consistent with the Medium Density designation proposed in the draft General Plan. The designation would allow residential uses with densities ranging from 5.1 to 9 dwelling units per acre. The project proposes a density that is 8.9 dwelling units per acre. As stated above, the site is suitable for residential development under the PC zone and would not cause substantial environmental damage or be detrimental to the public welfare.

Tentative Tract Map Findings

1. *The proposed map is consistent with the applicable general plan and zoning designations.*

The proposed Tentative Tract Map (TTM) No. 17209 is consistent with the currently adopted applicable General Plan designation of Medium Density of 5-10 dwelling units per acre. The applicant is also requesting a General Plan Amendment and a Zone Change for compliance with the Draft General Plan, once it has been adopted. The requested zoning is consistent with the existing and draft General Plans.

2. *The design or improvement of the proposed subdivision is consistent with the applicable general plan and zoning designations.*

The project design is consistent with the proposed Medium Density designation and Loma Linda Municipal Code (LLMC) Chapter 17.70 Planned Community (PC) zoning. The subdivision and housing product design will provide the necessary improvements to enhance the site and surrounding neighborhood.

3. *The site is physically suitable for the type of development proposed.*

The project will not disrupt or divide the physical arrangement in the immediate vicinity of the site. The project includes the removal of the houses and accessory structures off of the San Juan Drive alley. The proposed 13 townhouses will replace the existing six (6) rental units and will be compatible with the surrounding residential area. The project will not result in impacts to the established community.

4. *The site is physically suitable for the proposed density of development.*

The project is compatible with the surrounding residential uses to the west and to the north in that it is a compact development that is ideally designed for the hillside location. The proposed density of 8.9 dwelling units per acre falls within the allowable density of up to nine units for the Medium Density zoning designation.

5. *The design of the subdivision is not likely to cause substantial environmental damage or substantially and unavoidably injure fish and wildlife or their habitat.*

The proposed 1.46-acre project site has been disturbed over the years and as such, there are no known endangered species/wildlife, natural vegetation, and riparian/wetland habitat existing on the project site. Therefore, the proposed development will not cause any substantial environmental damage or unavoidably injure fish and wildlife or their habitats. Additionally, the design of the subdivision and the proposed residential use will not cause any serious public health problems.

6. *The design of the subdivision is not likely to cause serious public health problems.*

The design of the subdivision and the end use of the residential tract will not cause any serious public health problems. The Mitigated Negative Declaration does not identify any impacts that could cause serious public health problems.

7. *The design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.*

Access to the site is provided from San Juan and San Mateo Drives. Full access is allowed without impeding through traffic and emergency access is adequate with the private drive off of San Juan drive. Public Works is requesting an additional 5-foot dedication on San Mateo Drive for ultimate Right-of-Way. Additionally, the design of the proposed subdivision does not conflict with any easements.

Precise Plan Of Design Findings

According to LLMC Section 17.30.290, Precise Plan of Design, Application Procedure, PPD applications shall be processed using the procedure for a variance (as outlined in LLMC Section 17.30.030 through 17.30.060) but excluding the grounds (or findings). As such, no specific findings are required. However, LLMC Section 17.30.280, states the following:

“If a PPD would substantially depreciate property values in the vicinity or would unreasonably interfere with the use or enjoyment of property in the vicinity by the occupants thereof for lawful purposes or would adversely affect the public peace, health, safety or general welfare to a degree greater than that generally permitted by this title, such plan shall be rejected or shall be so modified or conditioned before adoption as to remove the said objections.”

The proposed use is consistent with the existing General Plan. Goal No. 6 states adequate housing is necessary for the wellbeing of Loma Linda citizens and should be available in diverse types and styles in a variety of locations for all economic segments of the community and for all persons regardless of age, race and ethnic background. The proposed residential development furthers the tenets of Goal No. 6 and the mixed residential uses are consistent with the Medium Density Designation as defined in the existing and draft General Plans.

The project is in compliance with the PC, Planned Community Zone, which permits a range of residential uses and densities (pursuant to LLMC §17.70.020). The PC zone is intended to provide flexibility in development, creative and imaginative design, and the development of parcels of land as coordinated projects involving a mixture of residential densities and housing types, community facilities, both public and private, and commercial areas (pursuant to LLMC §17.70.010).

COMMENTS

No comments from outside agencies have been received. Public notices for this project were posted and mailed to parcel owners within 300 feet of the project site on March 17, 2005. To date, the department has received one (1) written comment in opposition to the payment of the housing In Lieu fee (Attachment I). Dr. Fred Soeprano and Milford Harrison have both asked to see the project file.

Implementation of the Conditions of Approval (Attachment D) will ensure that the project complies with all applicable City standards and requirements, and is compatible with the surrounding neighborhood. Comments received from other City departments have been

addressed through revisions to the project design and Conditions of Approval. Copies of all public comments are maintained in the Tentative Tract Map No. 17209 file.

CONCLUSION

Based upon the information provided, and implementation of development standards, the proposed subdivision, and subsequent residential land use, will not produce adverse impacts upon the site nor surrounding properties. The proposal is adjacent to land designated Medium Density (5.1 to 9 du/ac) and the proposed subdivision will allow the property owner to develop the property in a manner that is consistent with the City's goals and objectives (Goal No.6 and Policy No. 5.b) of providing diverse types and styles of housing to meet the needs of the Loma Linda's residents. The PC zoning provides the flexibility that is necessary for a creative residential design that will "fit" the unique subject property.

The proposed subdivision and housing development comply with the PC zoning and other applicable City standards and regulations. The Mediterranean architectural style, site layout with residential units fronting on the terraced slope facing San Juan Street, and incorporation of the historic row of Canary Palms into the site design respects the historical significance of the area.

Approval of the Development Agreement will enable the project to comply with the City's affordable housing requirements and will provide much needed housing opportunities in the City of Loma Linda. The Historical Commission approved the Certificate of Appropriateness for the project, which will be forwarded to the City Council for ratification.

Report prepared by:

Raul Colunga,
Assistant Planner

ATTACHMENTS

- A. Site Location Map
- B. Mitigated Negative Declaration (NOI/Initial Study)
- C. Planned Community Document
- D. Conditions of Approval
- E. Development Agreement
- F. Tentative Tract Map No. 17209
- G. Project Plans
- H. Clubhouse Plans and elevations
- I. Letter of Opposition to payment of housing in lieu fee

Attachment H

Project Site Plan

Site / Master Plan

Palm View

Loma Linda, California

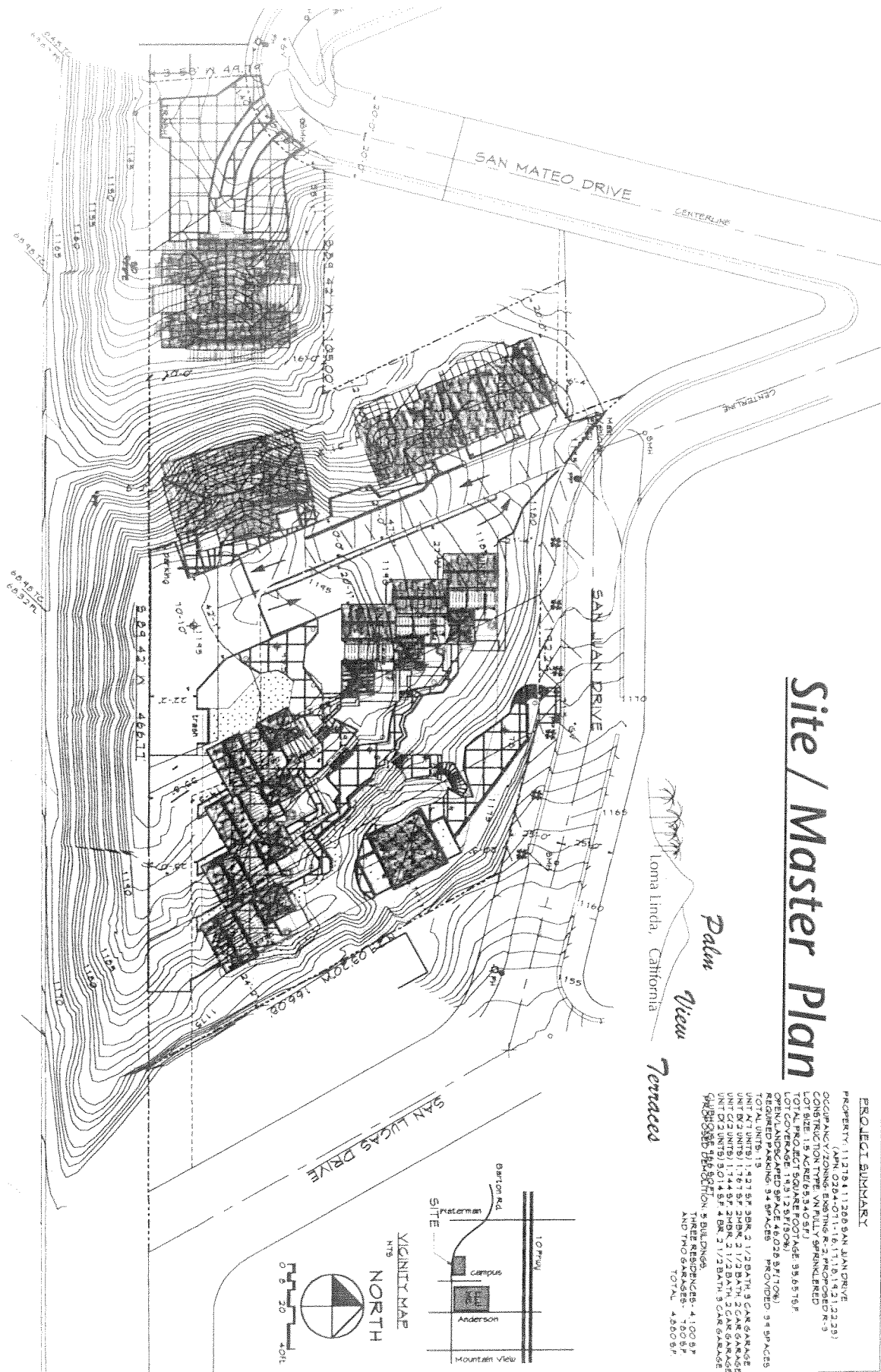
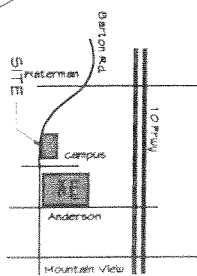
Terrace

PROJECT SUMMARY

PROPERTY: 11316411200 SAN JUAN DRIVE
(APN 0204-071-16, 17, 18, 19, 20, 21)
OCCUPANCY/ZONING: EXISTING R-2, PROPOSED R-3
CONSTRUCTION TYPE: UNFOLLY SPRINKLERED
TOTAL RESIDENCES: 4,100 97
TOTAL GARAGES: 1,000 97
TOTAL: 4,000 97
THREE RESIDENCES: 4,100 97
AND TWO GARAGES: 1,000 97
TOTAL: 4,000 97

Rojas
Arquitectos

ARIEL A. ROJAS
ARCHITECT
1000 10TH AVENUE
SUITE 100
SAN JUAN, CA 95076
(916) 591-1234
















Landscape Plan

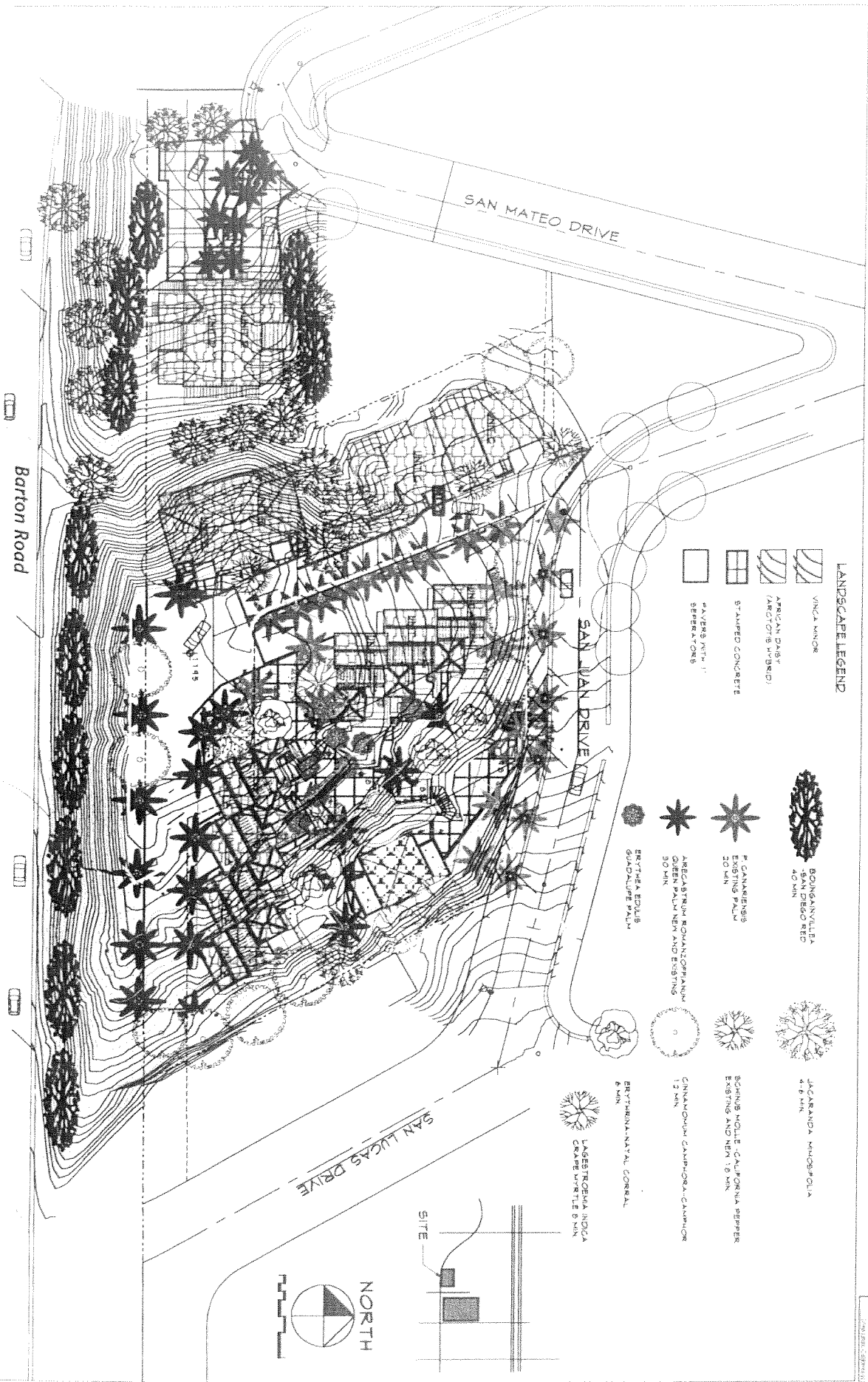
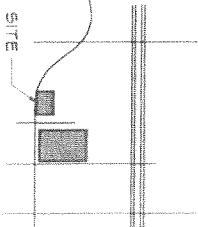
Palms
New
Terraces
Loma Linda, California

Rojas
Architects
1001 1st St.
San Francisco, CA 94103
Tel: 415.398.1100
Fax: 415.398.1101

LANDSCAPE LEGEND

-  VINCA MINOR
-  AFRICAN DAIY
(ASTEROTIS HYBRID)
-  STAINED CONCRETE
-  PALMERS PATH
SEPARATORS

-  BOUGAINVILLEA
- SAN DIEGO RED
40 MIN
-  JACARANDA MIOSIFOLIA
4-6 MIN
-  P. CANARIENSIS
EXISTING PALM
20 MIN
-  SCENIC MOTTLE CALIFORNIA PEPPER
EXISTING AND NEW 18 MIN
-  ARECASTRUM ROMANZOFFIANUM
QUEEN PALM NEW AND EXISTING
30 MIN
-  CINNAOMUM CAMPHORA-CAMPHOR
12 MIN
-  ERYTHRA EDULIS
GUADALUPE PALM
30 MIN
-  BRYTHINA NATAL CORAL
6 MIN
-  LASTETOCQUA INDICA
CRANE WATTLE 8 MIN



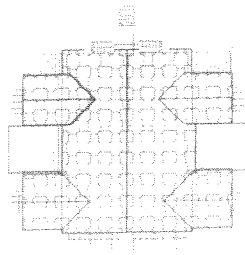
Attachment I

Floor Plans & Elevations

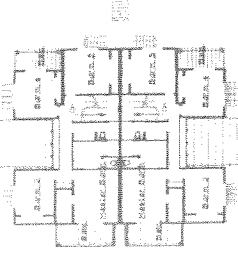
Floor Plans

Palm View Terraces
Loma Linda, California

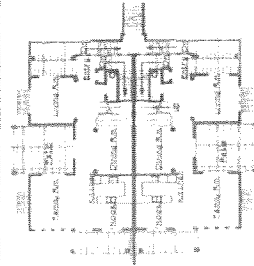
Rojas
Arquitectos
MIGUEL A. ROJAS
ARCHITECT
1000 W. 10TH AVE., SUITE 200
DENVER, COLORADO 80202



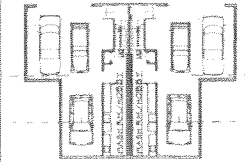
Roof Plan



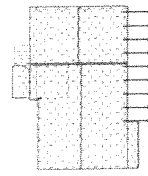
UNIT D - UPPER FLOOR



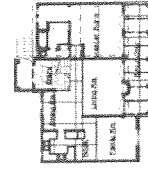
UNIT D - MAIN FLOOR



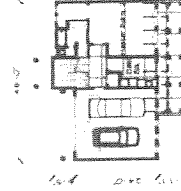
UNIT D - GARAGE LEVEL



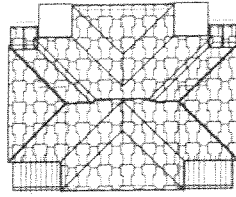
UNIT C - ROOF PLAN



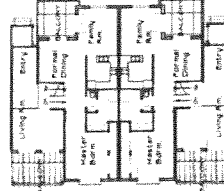
UNIT C - UPPER FLOOR



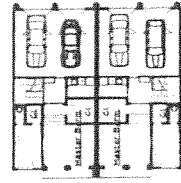
UNIT C - LOWER FLOOR



ROOF PLAN



UNIT B - MAIN FLOOR



UNIT B - GARAGE LEVEL



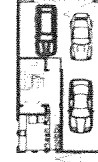
ROOF PLAN



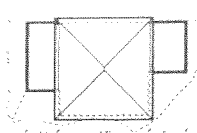
UNIT A - UPPER LEVEL



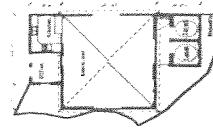
UNIT A - MAIN LEVEL



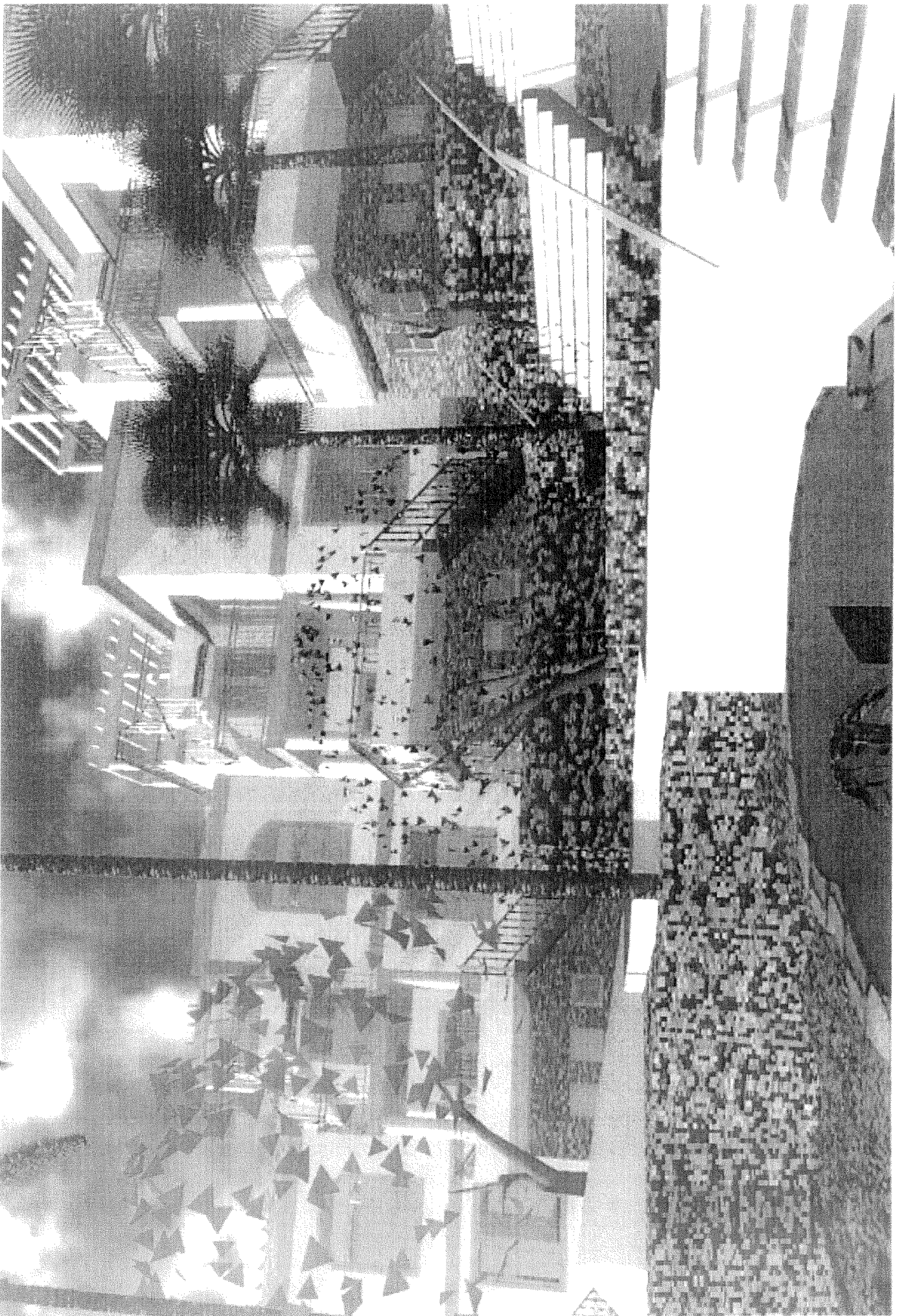
UNIT A - GARAGE

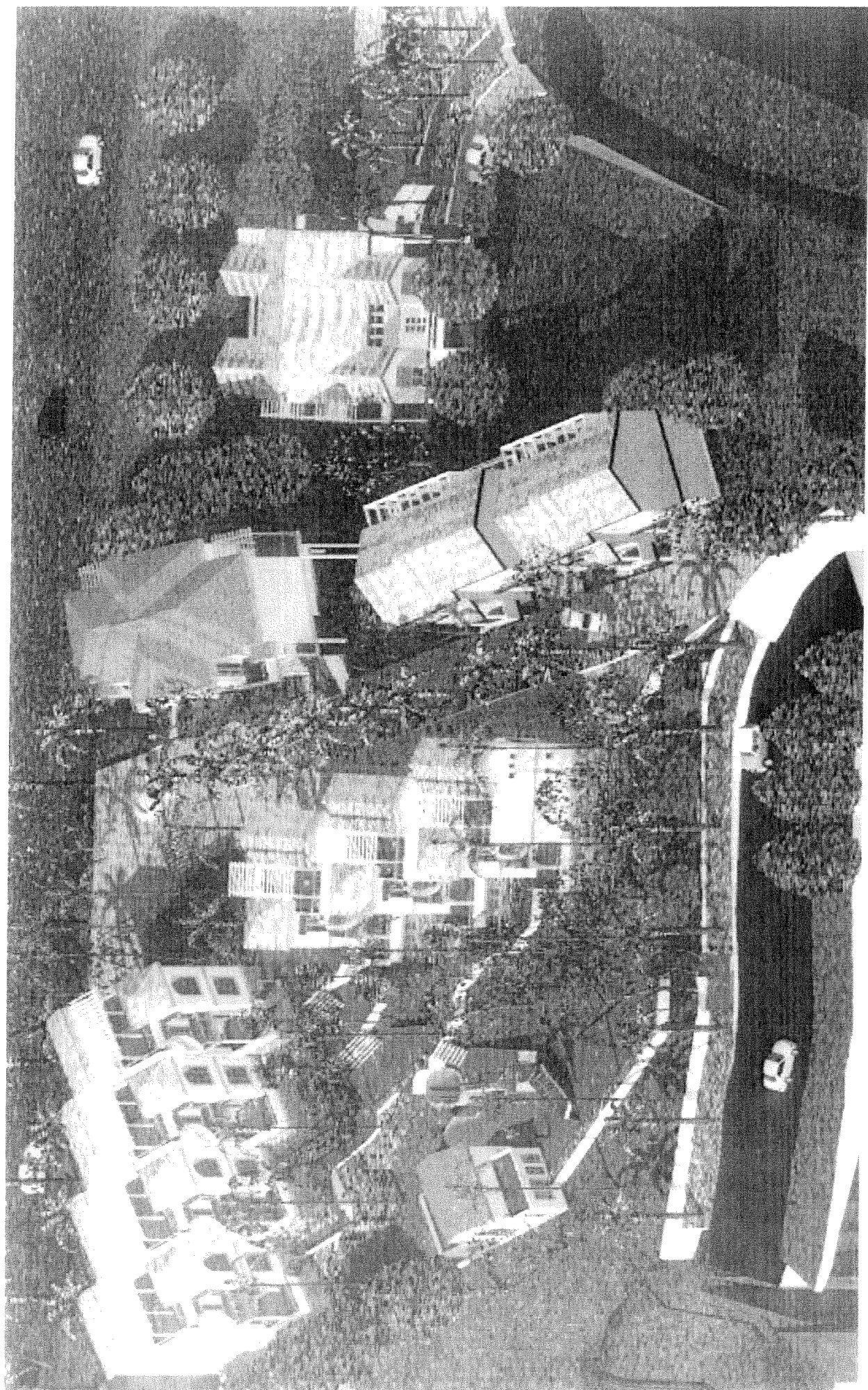


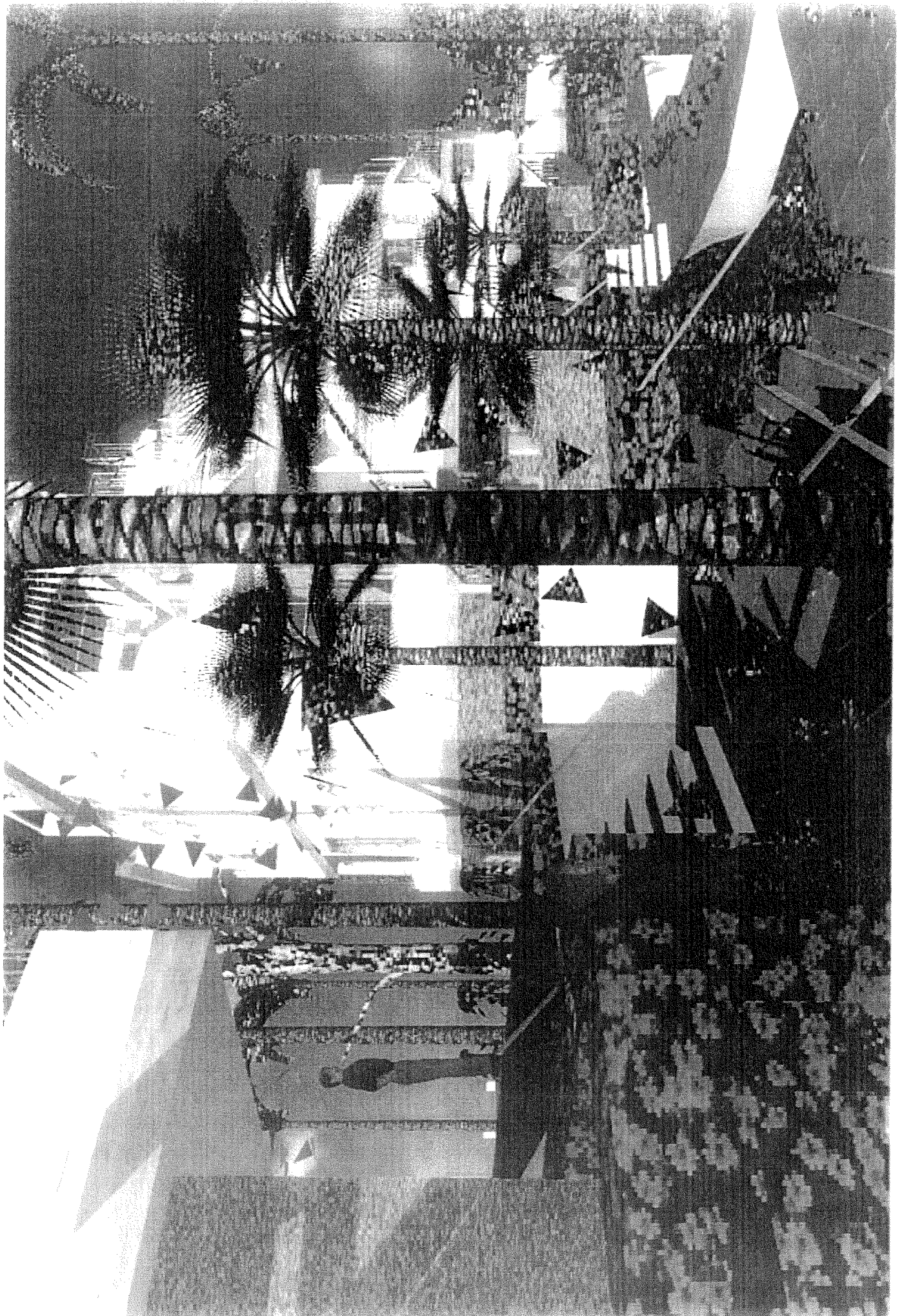
GARAGE HOUSE ROOF PLAN

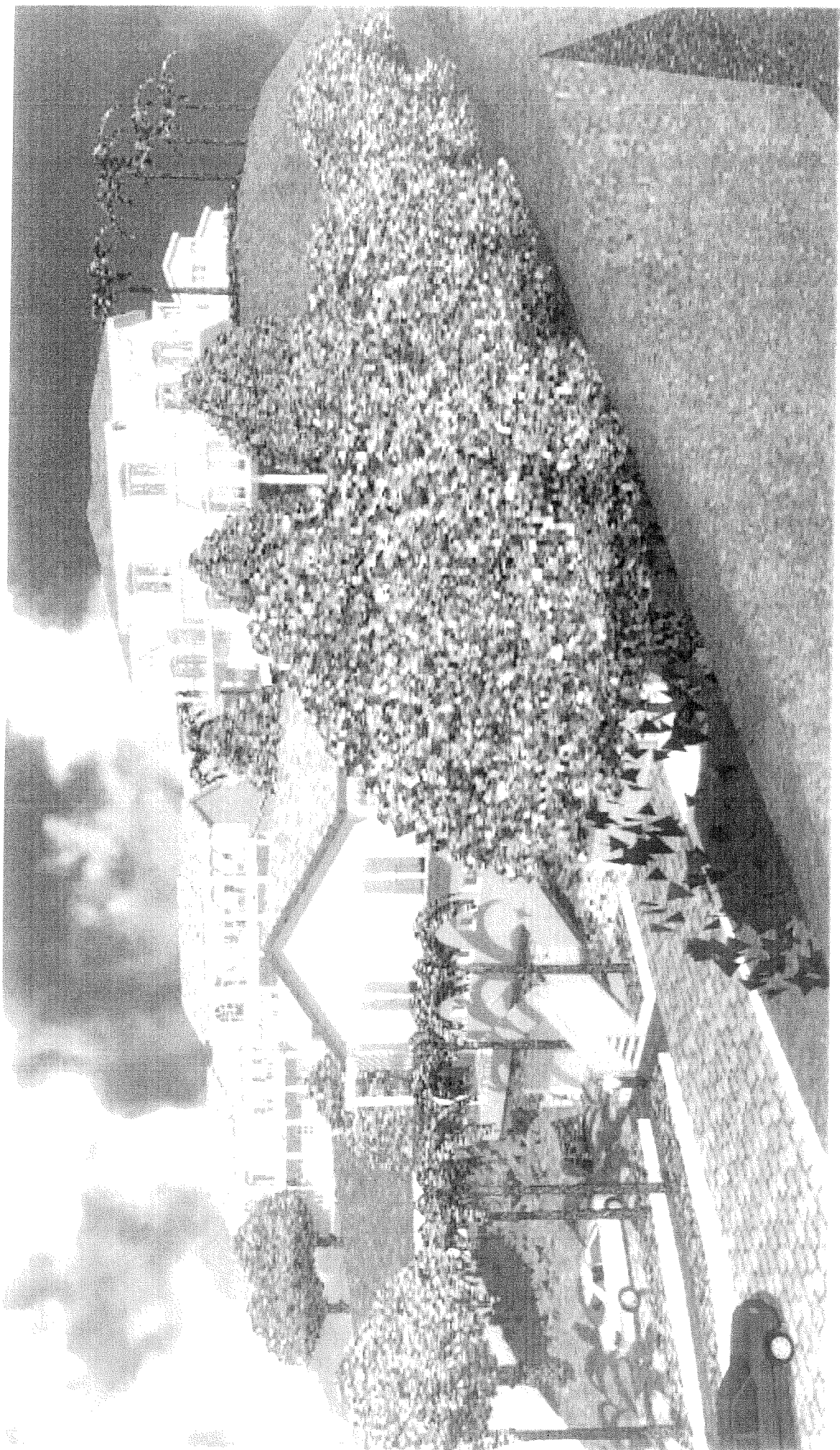


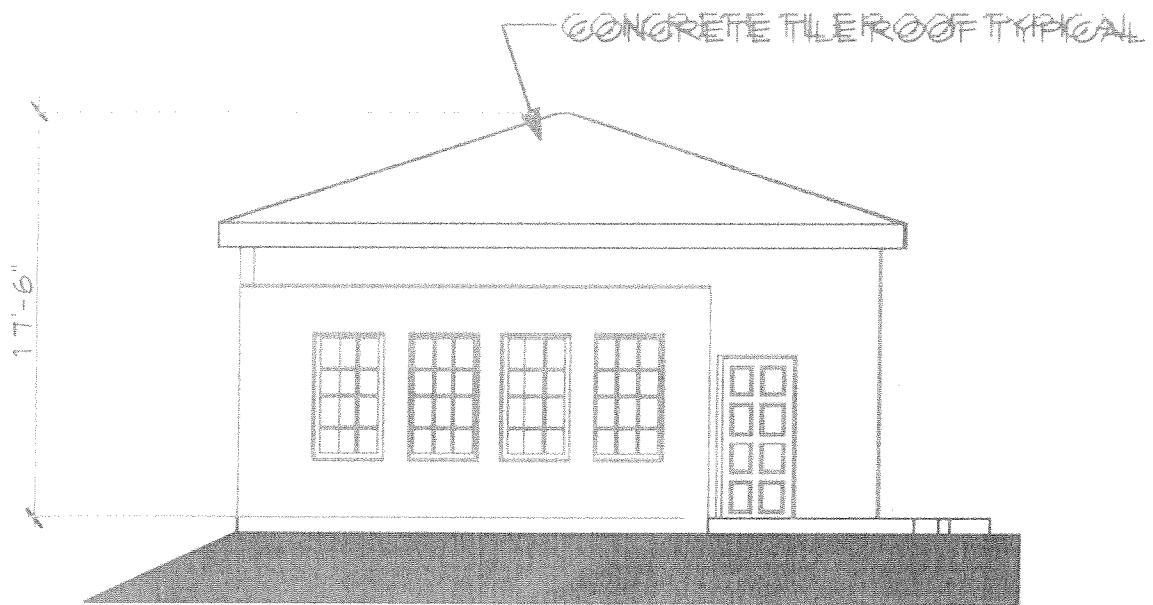
GARAGE HOUSE FLOOR PLAN



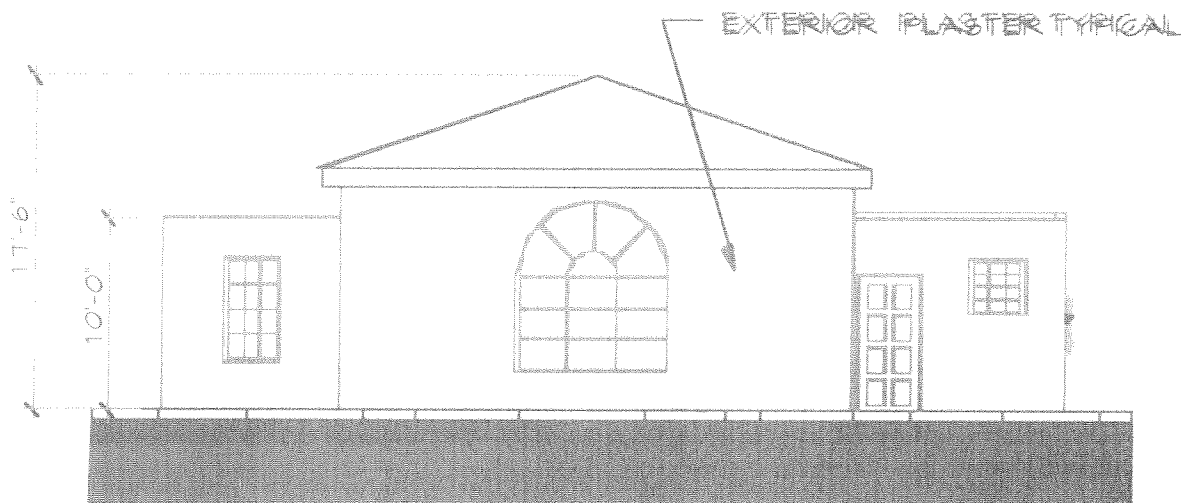








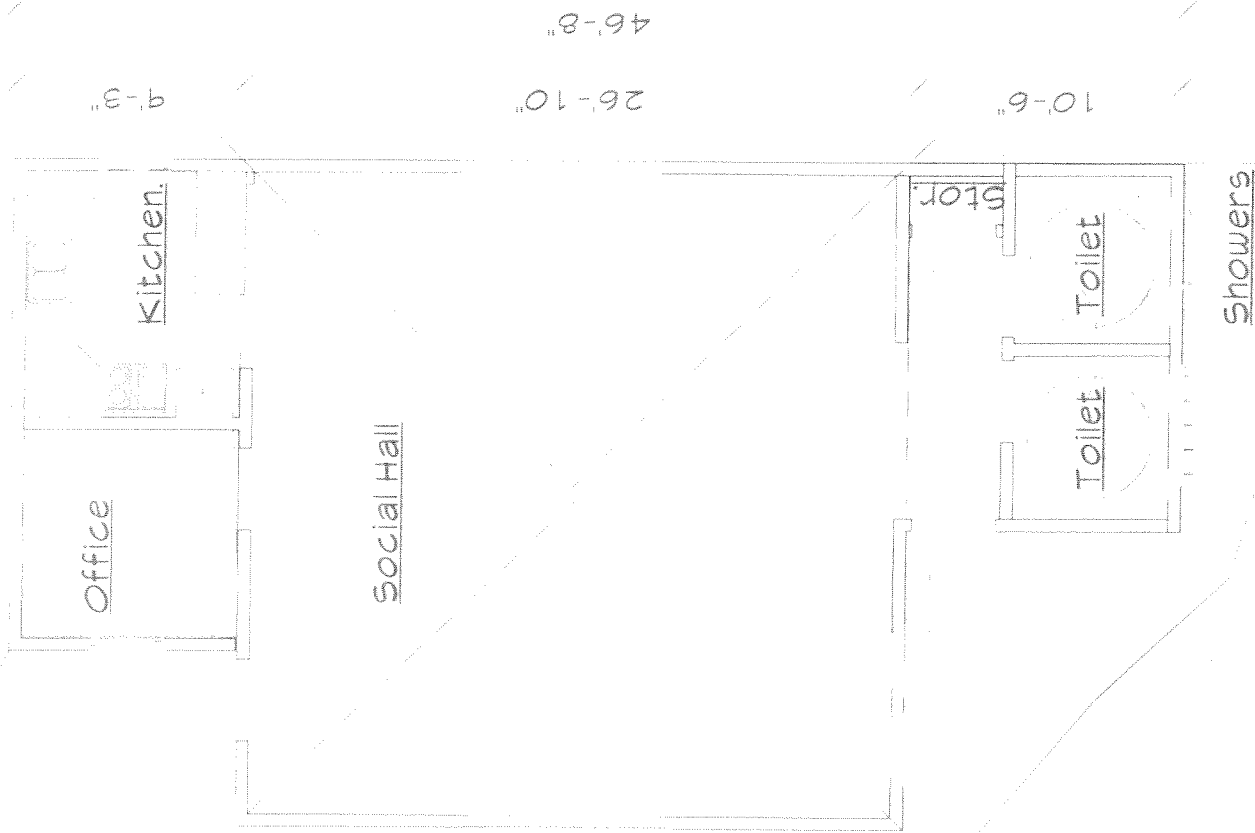
NORTH ELEVATION



WEST ELEVATION

20'-0"

4'-1"



CLUBHOUSE FLOORPLAN

Attachment J

Letter of Concern on Development Agreement

March 24, 2005

Page 1 of 2

Attn: Mary Lee Rosenbaum, Chair
Loma Linda City Planning Commission
25541 Barton Road
Loma Linda, CA 92354

Re: General Plan Amendment (GPA) No. 04-04, Zone Change (ZC) 04-04,
Tentative Map(TTM) No.17209,and Precise Plan of Design (PPD) No.04-09
(Elizabeth Islander Property – Palm View Terraces)

Dear Commissioner Rosenbaum,

The above proposed Precise Plan of Design for a 13 unit townhouse project,
at the southern end of San Juan Drive, as viewed at the Loma Linda Historical
Commission Meeting, Monday, March 27, 2005 will enhance the area.

As the property appears to be in a Redevelopment Zone, either one, two, or three,
I am requesting that the Planning Commission Members give consideration to
requiring the owner/developer to provide affordable housing and not approve any
Development Agreement to buy out the conveyance for the following reasons;

*The required conveyance would be for two or three townhouses.

*The property is close to the Loma Linda University Medical Center and medical
professionals need affordable housing.

*Many properties around the University and Medical Center have been and are to
be gifted to the University through a Trust. In the future, this may be part of
such a Trust and these conveyances could provide some student housing which
could count towards meeting the City affordable housing needs.

*This project is likely to spur other surrounding property owners to look at their property for the development of townhouses or upscale apartment complexes.

Setting a precedent to require this project and future like development projects, in this area, to provide affordable housing; to not approve any Development Agreement to buy out the conveyances; will help provide needed genuine affordable housing for medical professionals and students close to where they practice and study.

Thank you for your time and consideration of this request.

Sincerely,



Mary Lynn Cooke
25340 Mead St.
Loma Linda, CA 92354

cc: Commissioner Randy Neff
Commissioner Michael Christiansen
Commissioner Charles Umeda
Commissioner Rene Sakala
Community Development Director, Debra Woldruff